

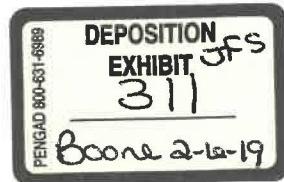
Message

From: Boone, Jandeen M [/O=FAIRISAAC/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=JANDEENBOONE]
Sent: 6/27/2006 9:54:54 PM
To: 'jwblack@chubb.com' [jwblack@chubb.com]
CC: Wachs, Lawrence C (Larry) [larrywachs@fairisaac.com]; Haines, John K [JohnHaines@fairisaac.com]
Subject: Revised License Agreement
Attachments: SLSA redline 06 27 06.doc

Jim,

Attached is a redlined, revised license agreement incorporating the changes you requested to the extent Fair Isaac is able to agree to them. I still need to update the business terms of the deal (Exhibit A), but I wanted to get this version of the agreement to you so you can start reviewing it. Please contact me to discuss the redlines after you've had an opportunity to review them. Thank you.

Jandeen M. Boone
Legal Counsel
Fair Isaac Corporation
901 Marquette Ave.
Minneapolis, MN 55402
612.758.5425



Fair Isaac Software License and Maintenance Agreement – Blaze Advisor	Page 1 of 17
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SOFTWARE LICENSE AND MAINTENANCE AGREEMENT Blaze Advisor

This Software License and Maintenance Agreement (“Agreement”) is entered into as of _____, 2006 (“Effective Date”) between Fair Isaac Corporation (“Fair Isaac”) and Chubb & Son, a division of Federal Insurance Company (“Client”) and describes the terms and conditions under which Fair Isaac shall provide to Client the Blaze Advisor products and related maintenance services described below.

1. Definitions

The following terms, as used in this Agreement with initial capital letters, in the singular or the plural, will have the meanings set forth below. Other terms may be defined in context within this Agreement:

“CPU” means a single core central processing unit. For multi-core central processing units, each core will count as one “CPU”.

“Documentation” means the *Blaze Advisor User Guide* provided in either HTML or PDF format.

“Fair Isaac Products” means the Blaze Advisor products listed in Section 1 of Exhibit A. The Blaze Advisor Development product allows a developer to utilize design and testing tools and to run a non-production deployment environment for testing use only. The Blaze Advisor Deployment product consists of the Blaze Advisor Rule Server and Engine and allows the software to be run on a system handling production-level processing.

“Seat” means an identified individual user on a single personal computer or workstation.

“Territory” with respect to the installation and physical location of the Fair Isaac Products means the United States of America.

2. License Grant

2.1 License Grant to Fair Isaac Products. Subject to the terms, conditions and limitations of this Agreement, Fair Isaac hereby grants to Client a perpetual (subject to the provisions of Article 9), non-exclusive, non-transferable, limited license to use the Fair Isaac Products during the Term for its internal business purposes, but only within the Territory, and subject to the additional limitations set forth below and/or listed in Exhibit A.

(a) Seat/CPU License. If the “Scope/Quantity” of the license for any Fair Isaac Product is designated in Exhibit A as limited to a specified number of “Seats” or “CPUs”, then Client’s use of such Fair Isaac Product shall not exceed the number of Seats or CPUs, as applicable, that are set forth in Exhibit A for such Fair Isaac Product.

(b) Named Application License. If the “Scope/Quantity” of the license for any Fair Isaac Product is designated in Exhibit A as “Named Application”, then, subject to any “Seat” or “CPU” limitation that may also apply, Client may use such Fair Isaac Product only in connection with the particular Named Application of Client that is defined in Exhibit A. Under no circumstances may Client use such Fair Isaac Products on a stand-alone basis or in connection with any other application.

(c) Enterprise Wide License. If the “Scope/Quantity” of the license for any Fair Isaac Product is designated in Exhibit A as “Enterprise Wide”, then Client may use such Fair Isaac Product on an unlimited number of Seats or CPUs, as applicable; provided, however, that such use is for Client’s use

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~~only and not for use by any of Client's affiliated, subsidiary, or parent companies.] /Delete if not applicable.~~

2.2 License to Documentation. Subject to the terms, conditions, and limitations of this Agreement, Fair Isaac grants to Client a perpetual (subject to the provisions of Article 9) non-exclusive, non-transferable, limited license to use the Documentation during the Term for its internal business purposes, but only within the Territory, and only in accordance with Client's license grant of the applicable Fair Isaac Product. Client shall not have the right to modify the Documentation, combine the Documentation with other works, or create derivative works from the Documentation without Fair Isaac's written permission. In the event that Fair Isaac does give permission, such modifications, combinations, or derivatives which include the Documentation shall become Fair Isaac's intellectual property and be used only in support of Client's permitted use of the Fair Isaac Product.

2.3 Platforms/Options. Client obtains the right to use only the version of the Fair Isaac Product for the specific supported platform(s) that are noted in Exhibit A (i.e., Java, COBOL or .NET). If no platform is noted in Exhibit A, Client has the right to use the Fair Isaac Product only for the supported platform(s) that is(are) initially delivered to Client. If Client desires versions of the Fair Isaac Product for additional supported platforms, an additional fee applies. Unless specifically noted as being purchased in the Exhibit A, Client does not obtain any right to options or additional related products (e.g., Compiled Sequential, SmartForms) by virtue of its purchase of a license to the Fair Isaac Product.

3. Rights and Restrictions

3.1 License Restrictions. Client represents and warrants that it and its employees shall not: (i) use the Fair Isaac Products or Documentation for any purpose other than the internal business operations of Client or in any other manner that exceeds the scope of any license granted under this Agreement or that otherwise constitutes a breach of this Agreement; (ii) alter, change, modify, adapt, translate or make derivative works of the Fair Isaac Products; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to reduce the object code of any Fair Isaac Products to human perceivable form or permit others to do so; (iv) disclose the Fair Isaac Products to, or permit the use or access of the Fair Isaac Products by, any third party or by any individuals other than the employees of Client; (v) assign, sublicense, lease, transfer or distribute the Fair Isaac Products, or operate any Fair Isaac Product for timesharing, rental, outsourcing, or service bureau operations (or otherwise for the benefit of any party other than Client), or train persons other than permitted users; (vi) disclose or publish performance benchmark results for any Fair Isaac Product without Fair Isaac's prior written consent; or (vii) (if applicable) use any provided third party software except as solely in conjunction with the Fair Isaac Product.

3.2 Reservation Of Rights Not Granted. Fair Isaac reserves all rights not expressly granted to Client under this Agreement. Without limiting the foregoing, Fair Isaac retains and reserves sole and exclusive worldwide right, title and interest in and to the Fair Isaac Products, Documentation, any custom code developed in whole or part by Fair Isaac (if applicable), and any other Fair Isaac software or materials, and in all patents, trademarks, copyrights, trade secrets, and all other intellectual property and proprietary rights therein, and any Fair Isaac know-how related thereto, subject to only the limited, non-exclusive, license rights granted herein. Nothing in this Agreement shall limit in any way Fair Isaac's right to develop, use, license, create derivative works of, or otherwise exploit Fair Isaac intellectual property or to permit third parties to do so.

3.3 Permission for Back-Up Copy. Client may reproduce the object code of the Fair Isaac Product and the Documentation for the purposes of exercising the license rights granted under this Agreement on a backup CPU/server in the event of a malfunction that renders the primary CPU/server inoperable. This

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license shall only be effective for the period of such inoperability or the expiration or termination of the primary license to the Fair Isaac Product, whichever first occurs.

3.4 Notice Reproduction. To the extent Client is provided reproduction rights, Client must reproduce on each copy of the Fair Isaac Product and Documentation any copyright, patent, or trademark notice, and any other proprietary legends that were provided in the originals.

3.5 Verification and Audit Rights. Upon not less than ten (10) days prior written notice to Client, Fair Isaac may, at its expense, audit Client's use of the Fair Isaac Products. Any such audit shall be conducted during regular business hours at Client's facilities and shall interfere as little as reasonably possible with Client's business activities. Audits shall be conducted no more than once annually. On Fair Isaac's written request, Client shall provide to Fair Isaac a written certification executed by an authorized officer of Client that provides the following information: (i) verification that the Fair Isaac Products are being used in accordance with the provisions of this Agreement; (ii) list of the locations at which the Fair Isaac Products are or have been operated during the preceding twelve (12) month period; and (iii) the number of Seats, CPU's and/or applications accessing or utilizing the Fair Isaac Products (as applicable). Upon not less than ten (10) days prior written notice to Client, Fair Isaac may, at its expense, audit Client's use of the Fair Isaac Products. Any such audit shall be conducted during regular business hours at Client's facilities and shall interfere as little as reasonably possible with Client's business activities. Audits shall be conducted no more than twice annually. If Client is discovered to be using more licenses than the number of licenses Client has purchased, or in the event Fair Isaac learns that Client has materially breached this Agreement as determined by such audit, then Client shall bear the expense of such audit.

3.6 Use by Third Party. Fair Isaac acknowledges that Client's information technology infrastructure operations have been outsourced to ACS Commercial Solutions, Inc. and Fair Isaac hereby grants ACS, its affiliates, and their respective employees, agents, consultants and subcontractors (collectively "ACS") the right to use the Fair Isaac Products and Documentation on behalf of Client for the sole and exclusive purpose of fulfilling ACS's obligations to provide information technology services to Client. Client shall be responsible for ensuring ACS's compliance with the terms and conditions of this Agreement and Client shall be liable to Fair Isaac for any breach of this Agreement by ACS. The rights granted to ACS herein shall not be extended to any other third party without the prior express written consent of Fair Isaac.

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4. Services

4.1 Maintenance Services. Subject to the payment of the applicable Maintenance Fees described in Exhibit A, Fair Isaac shall provide Client with the Maintenance Services described in Exhibit B.

4.2 Other Services. From time to time, Fair Isaac may provide Client with professional services related to the Fair Isaac Product as mutually agreed between the parties. Such professional services shall be performed only upon the execution of a Statement of Work which references the Master Services Agreement, entered into by and between the parties on June 9, 2006.

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5. Warranties and Limitation of Liability

5.1 Conformity to Specifications. Subject to Client's compliance with the terms and conditions of this Agreement, Fair Isaac warrants that the Fair Isaac Product will conform in all material respects to its Documentation for a period of thirty (30) days from the initial date of delivery. Fair Isaac will, at its own expense and as its sole obligation, and Client's exclusive remedy, for any breach of this warranty, correct any reproducible error in the Fair Isaac Product reported to Fair Isaac by Client in writing (along with all information available to Client that is relevant to verifying, diagnosing, or correcting the error) or replace the Fair Isaac Product during the warranty period.

5.2 Warranty of Title. Fair Isaac represents and warrants that it owns or has all of the necessary rights in respect to the Fair Isaac Products and Documentation and has the full power and authority to grant the rights and licenses granted to Client herein.

5.3 Non-Interference Warranty. Fair Isaac represents and warrants that the Fair Isaac Products and any medium on which such products are delivered will not contain, when delivered, any timer, clock, counter, product keys, expiry codes, viruses, worms, Trojan horses, backdoors or other codes or devices that may prevent Client from using the Fair Isaac Products at any time in accordance with this Agreement, or other limiting design or routine or uncorrected known vulnerability that may cause software or any data generated or used by it to be erased, become inoperable or inaccessible, or that may otherwise cause such software to become temporarily or permanently incapable of performing in accordance with this Agreement; Notwithstanding the forgoing, Client acknowledges that the Fair Isaac Products may contain license controlling devices which require the input of a license key string upon installation. Failure to input the correct license key string upon installation (which shall be provided to Client upon delivery of the Fair Isaac Products) will cause the Fair Isaac Products to be inoperable until the correct license key string is inputted. No such license key string shall be deemed to be a breach of this warranty.

5.4 Year 2000 Warranty. Fair Isaac represents and warrants that the Fair Isaac Products shall be capable of storing, retrieving, interfacing and processing completely and accurately all data and information involving dates beyond December 31, 1999.

5.5 WARRANTY DISCLAIMER. Fair Isaac does not warrant that the Fair Isaac Products, Documentation or Maintenance Services will (i) meet Client's requirements, (ii) operate in combination with hardware, software, systems or data not expressly specified in writing by Fair Isaac, (iii) meet any performance level, resource utilization, response time, or system overhead requirements, or (iv) operate uninterrupted, free of errors, or without delay. Fair Isaac is not responsible for problems caused by: (a) use of the Fair Isaac Products outside the scope of this Agreement or the Documentation; (b) modification, alteration or changes to the Fair Isaac Products (or tangible copy thereof) not made by Fair Isaac; (c) changes in, or modifications to, the operating characteristics of the Client's system or any component thereof that is inconsistent with the requirements of the Documentation; (d) use of the Fair Isaac Products with hardware or software that is not represented in the Documentation as interoperable with the Fair Isaac Products; or (e) accident, physical, electrical or magnetic stress, unauthorized alterations, failure of electric power, environmental controls, or causes other than ordinary use. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 5, FAIR ISAAC MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, UNDER THIS AGREEMENT AND HEREBY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CLIENT IS SOLELY RESPONSIBLE FOR ITS USE OF ANY PRODUCTS, SERVICES, AND DELIVERABLES PROVIDED BY FAIR ISAAC UNDER THIS AGREEMENT AND FOR ANY LIABILITY ARISING OUT OF DATA OR CONTENT SUPPLIED BY CLIENT.

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5.6 LIMITATION OF LIABILITY. EXCEPT FOR (i) A BREACH OF CONFIDENTIALITY BY EITHER PARTY, (ii) FAIR ISAAC'S INDEMNIFICATION OBLIGATIONS, OR (iii) CLIENT'S BREACH OF FAIR ISAAC'S INTELLECTUAL PROPERTY, IN NO EVENT WILL FAIR ISAAC EITHER PARTY BE LIABLE UNDER ANY THEORY OF RECOVERY (INCLUDING BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, TORT AND STRICT LIABILITY) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME, PROFIT OR SAVINGS) OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY FAIR ISAAC PRODUCT OR SERVICE, EVEN IF FAIR ISAAC THE PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE. WITHOUT LIMITING THE FOREGOING, AND EXCEPT IN THE CASE OF (a) A BREACH OF CONFIDENTIALITY BY EITHER PARTY, (b) FAIR ISAAC'S INDEMNIFICATION OBLIGATIONS, or (c) CLIENT'S BREACH OF FAIR ISAAC'S INTELLECTUAL PROPERTY, FAIR ISAAC BOTH PARTIES' AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT UNDER ANY AND ALL THEORIES OF RECOVERY (INCLUDING BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, TORT AND STRICT LIABILITY) SHALL BE LIMITED TO THE AMOUNT PAID BY CLIENT (EXCLUDING IMPLEMENTATION FEES AND REIMBURSED EXPENSES) FOR THE APPLICABLE FAIR ISAAC PRODUCT OR SERVICE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE MOST RECENT CLAIM THAT GAVE RISE TO SUCH LIABILITY.

6. Indemnification

6.1 Intellectual Property Indemnification. Fair Isaac will defend at its own expense any action against Client, its directors, officers, employees, agents, successors, and assigns brought by a third party to the extent that the action is based upon a claim that the Fair Isaac Product or Documentation directly infringes any U.S. registered patent or U.S. registered copyright, or misappropriates any trade secret recognized as such under the Uniform Trade Secrets Act, and Fair Isaac will pay those costs (including reasonable attorneys' fees) and damages finally awarded against Client in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action.

6.2 Conditions. Fair Isaac's indemnification obligations under this Article are conditioned upon: (a) Client notifying Fair Isaac promptly in writing of such action; (b) Client giving Fair Isaac sole control of the defense thereof and any related settlement negotiations; provided, however, Client may assign counsel of its own choosing, and at its own expense, to provide legal advice to Client in any action where Client is a named party; (c) Client's compliance with the terms and conditions of this Agreement, including without limitation the license(s) granted by Fair Isaac; and (d) Client fully cooperating with Fair Isaac in such defense. (including without limitation, by making available to Fair Isaac all documents and information in Client's possession or control that are relevant to the infringement or misappropriation claims, and by making Client's personnel available to testify or consult with Fair Isaac or its attorneys in connection with such defense).

6.3 Fair Isaac's Options. If the Fair Isaac Product becomes, or in Fair Isaac's opinion is likely to become, the subject of an infringement or misappropriation claim, Fair Isaac may, at its option and expense, either: (a) procure for the Client the right to continue to exercise the Fair Isaac Product license; (b) replace or modify the Fair Isaac Product so that it becomes non-infringing; or (c) if neither option (a) or (b) is available, terminate Client's license for the Fair Isaac Product concerned.

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6.4 **Exclusions.** Notwithstanding the foregoing, Fair Isaac will have no obligation with respect to any infringement or misappropriation claim based upon: (a) any violation of the terms of Client's license or any license restrictions, or for use of the Fair Isaac Product for any purpose not intended by Fair Isaac; (b) any combination or use of the Fair Isaac Product with other products, equipment, software, or data not supplied or approved in writing by Fair Isaac; (c) any modification of the Fair Isaac Product pursuant to specifications required by client or any modification made by any entity other than Fair Isaac; or (d) any claim of infringement or misappropriation that would have been avoided had Client upgraded to a new version or release of the Fair Isaac Product.

6.5 **ENTIRE LIABILITY.** THIS ARTICLE STATES FAIR ISAAC'S ENTIRE LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT AND ALL INFRINGEMENT AND MISAPPROPRIATION CLAIMS AND ACTIONS

7. Confidential Information

7.1 **Confidential Information.** The exchange of confidential information hereunder shall be governed by the confidentiality provisions set forth in the Master Services Agreement dated June 9, 2006.

8. Payment Terms

8.1 **Invoices and Payment.** Client shall pay the fees and charges set forth in Exhibit A. All fees, charges, and expenses invoiced under this Agreement will be due and payable by Client in United States Dollars within the greater of forty-five (45) days of the invoice date or thirty (30) days of Client's actual receipt of an invoice. Each unpaid invoice shall bear a late charge of 1.5% per month, or the maximum rate permitted by law, whichever is less. In addition to all other remedies available at law or in equity, if any payment is not received by Fair Isaac within thirty (30) days the timeframes set forth above, from the date of the invoice, Fair Isaac shall have the right to terminate the pertinent product license or service after giving Client written notice and thirty (30) days to cure. Client shall reimburse Fair Isaac for all costs related to any proceedings to collect any past-due amounts, including without limitation all attorneys' fees and expenses. Except as otherwise expressly provided in this Agreement, no refunds are available.

8.2 **Expenses.** Prices do not include reasonable travel and associated out-of-pocket expenses incurred by Fair Isaac, which are billed to Client at cost. Client agrees to reimburse Fair Isaac for all such travel-related expenses Fair Isaac incurs in connection with this Agreement.

8.3 **Taxes and other Charges.** Client shall be solely responsible for, and shall pay or reimburse Fair Isaac for, all Taxes. "Taxes" means all present and future taxes, duties, import deposits, assessments, and other governmental charges (and any related penalties and interest), however designated, that are now or hereafter imposed by or under any governmental authority or agency that are: (i) associated with the performance by Fair Isaac of its obligations hereunder; (ii) associated with the payment of any amount by Client to Fair Isaac pursuant to this Agreement; (iii) based on the license or use of any Fair Isaac Product; or (iv) associated with the importation of any Fair Isaac Product into any country other than the United States, excepting only taxes imposed on Fair Isaac's net income by the United States and each state thereof (and their political subdivisions). To the extent Client is required to withhold income taxes on any payment made to Fair Isaac pursuant to applicable tax law, Client may withhold such tax to the extent such tax (a) does not exceed the appropriate withholding amount applicable under relevant tax treaties and (b) qualifies as a creditable foreign tax by the United States government. Client agrees to send the appropriate certified tax receipt to Fair Isaac promptly upon payment of such tax. If a certified tax receipt issued by the taxing authority evidencing such payment and suitable for Fair Isaac to obtain a tax credit in

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the United States is not received by Fair Isaac within thirty (30) days after the date of the invoice, Client will be responsible for paying the full invoice amount.

8.4 Mode of Payment. Client agrees to remit all payments due to Fair Isaac in accordance with the instructions provided in the invoice or other instructions provided by Fair Isaac.

9. Term

9.1 Term. Unless earlier terminated, this Agreement and the license(s) granted hereunder shall commence upon the Effective Date and shall continue in full force in perpetuity, or, if applicable, for the duration of the applicable license term set forth in Exhibit A if such term is not perpetual (“Term”).

9.2 Events of Termination. This Agreement may be terminated upon the occurrence of any of the following events:

(a) **Uncured Breach.** Either party may terminate this Agreement for a breach by the other party of any of the material terms of this Agreement, or numerous breaches of duties or obligations hereunder that cumulatively constitute a material breach if the breaching party fails to cure the breach(es) within 30 days from receipt of written notice from the non-breaching party identifying the breach(es) and requiring them to be remedied.

(b) **Insolvency.** Either party may terminate this Agreement if the other party ceases to conduct business in the ordinary course or is declared insolvent or bankrupt, or makes an assignment of substantially all of its assets for the benefit of creditors, or a receiver is appointed, or any proceeding is demanded by, for or against the other party under any provision of bankruptcy or insolvency legislation.

(c) **Violation of License or Confidentiality Obligations.** Fair Isaac may immediately terminate this Agreement, without a requirement for prior notice or a cure period, if Client violates any terms of the licenses granted in this Agreement. Either party may immediately terminate this Agreement by written notice to the other party if the other party materially breaches any of the provisions of this Agreement relating to the protection of Confidential Information or Intellectual Property.

9.3 Effect of Termination. Upon expiration or termination of this Agreement for any reason, all licenses granted hereunder shall terminate immediately, all support and maintenance obligations shall cease, Client shall immediately cease using all Fair Isaac Product(s) and related documentation (including all intellectual property arising from or related to the foregoing), shall remove all copies of the Fair Isaac Product(s) and related documentation from Client’s computers and systems, and shall either (i) destroy all copies of the Fair Isaac Product(s), related documentation, and other Fair Isaac Confidential Information and intellectual property in Client’s possession; or (ii) return to Fair Isaac all copies of the Fair Isaac Product(s), related documentation, and other Fair Isaac Confidential Information and intellectual property in Client’s possession. Client shall provide to Fair Isaac a written certification signed by an authorized office of Client certifying that Client has complied with the foregoing. Upon termination of this Agreement, all fees and other charges provided for hereunder will become immediately due and payable to Fair Isaac, and Client shall immediately remit all unpaid fees to Fair Isaac.

9.4 Survival. Rights to payment and the following rights and obligations under this Agreement will survive any termination or expiration of this Agreement: Article 1 (Definitions), Section 3.1 (License Restrictions), Section 3.2 (Reservation of Rights Not Granted), Section 5.3 (Warranty Disclaimer),

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Section 5.4 (Limitation of Liability), Article 7 (Confidential Information), Section 9.3 (Effect of Termination), Section 9.4 (Survival), and Article 10 (Provisions of General Applicability).

10. Provisions of General Applicability

10.1 Relationship of the Parties. Fair Isaac and Client are independent contractors and will have no power to bind the other party or to create any obligation or responsibility on behalf of the other party. This Agreement shall not be construed as creating any partnership, joint venture, agency, or any other form of legal association that would impose liability upon one party for the act or failure to act of the other party.

10.2 Counterparts. This Agreement may be executed in counterparts, which taken together shall constitute one single agreement between the parties.

10.3 Section Headings. The section and subsection headings used herein are for reference and convenience only, and will not enter into the interpretation hereof.

10.4 No Waiver. No delay or omission by either party to exercise any right or power with respect to any of the terms or conditions of this Agreement will impair any right or power or be construed to be a waiver thereof. A waiver by either party of any of the terms and conditions of this Agreement will not be construed to be a waiver of any other term or condition of this Agreement. No waiver of any rights of a party under this Agreement will be effective unless set forth in a writing signed by such party.

10.5 Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof, and supersedes all prior or contemporaneous proposals and all other oral or written understandings, representations, conditions, and other communications between the parties relating to such subject matter, as well as the terms of all existing or future purchase orders and acknowledgments. Each party represents and warrants to the other party that in entering into this Agreement it has not relied on any representations, promises, or assurances from another party or any employee, officer, director, representative, attorney, or affiliate of another party not expressly contained in this Agreement. Any other terms or conditions or amendments shall not be incorporated herein or be binding upon any party unless expressly agreed to in a writing signed by authorized representatives of Client and Fair Isaac.

10.6 Construction; Severability. This Agreement will not be more strongly construed against either Party, regardless of who is more responsible for its preparation. If any provision of this Agreement is held to be unlawful or invalid under applicable law, then such provision will be ineffective only to the extent of such illegality or invalidity, without invalidating the remainder of such provision or any of the remaining provisions of this Agreement.

10.7 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California New York, without regard to principles of conflicts of law or international law, including without limitation the 1980 United Nations Convention on Contracts for the International Sale of Goods, as revised.

10.8 No Assignment. Neither party shall, without the prior written consent of the other party, assign or transfer this Agreement, or any part thereof. In the event of a change of control of Client, or if Client is merged with, acquired by or acquires another entity, or undergoes a reorganization or otherwise acquires the right to process the business of another entity, each such event shall be deemed to be an assignment subject to this section, and Client shall make no expanded use of the Fair Isaac Products as a result of any such event unless and until Fair Isaac provides such written consent, which will not be unreasonably

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| withheld. Any attempt to assign or transfer all or any part of this Agreement without first obtaining such written consent will be void and of no force or effect. Notwithstanding the foregoing, Fair Isaac may perform any or all of its obligations through any subsidiary or affiliated company, and may assign this Agreement by merger, reorganization, consolidation, or sale of all or substantially all its assets.

| 10.9 Force Majeure. Notwithstanding anything to the contrary herein, Fair Isaac neither party shall not be deemed to be in default of any provision of this Agreement or be liable to Client the other or to any third party for any delay, error, failure in performance or interruption of performance due to any act of God, terrorism, war, insurrection, riot, boycott, strike, interruption of power service, interruption of communications service, labor or civil disturbance, act of any other person not under the control or direction of either party or other similar cause. Fair Isaac The party impacted by the force majeure event shall give Client the other party reasonable written notification of any material or indefinite delay due to such causes.

10.10 Press Releases; Publicity. Fair Isaac will be allowed to issue a press release stating factual information regarding the relationship between Fair Isaac and Client at the time this Agreement is signed. Fair Isaac shall first submit to Client such press release for Client's approval, which approval may not be unreasonably withheld or be delayed more than 5 business days. The parties may issue additional press releases or publicity from time to time as mutually agreed by the parties. All press releases or other publicity sought to be issued by either or both parties pursuant to this section must, prior to release, be reviewed and approved by each party, which approval may not be unreasonably withheld or be delayed more than 5 business days. Subject to Client's prior written consent (which must not be unreasonably or arbitrarily withheld), Fair Isaac may include Client's name in its marketing and promotional materials regarding the availability of any of its products or services to other clients.

10.11 Notices. Any notices required to be given by one party to the other under the Agreement must be in writing, must reference the Fair Isaac Legal Request (LR) number set forth above, and must be sent to the recipient's address or facsimile number for notices set forth on the page of this Agreement titled "Instructions and Contact Information." Such notices will be deemed given upon the earlier of (i) actual delivery, whether personally, by a recognized international overnight delivery carrier, or by facsimile (provided that the facsimile notice is promptly confirmed in writing using another method for giving notice provided in this section), or (ii) five business days after being mailed by certified or registered mail, first class, postage prepaid.. The date a notice sent by facsimile is deemed to have been given will be the date of actual receipt, but no faxed notice will be effective unless promptly confirmed in writing as set forth above. Either party may change its address or facsimile number for notices at any time by giving notice to the other party.

10.12 No Third Party Beneficiaries. Nothing in the Agreement is to be deemed to create any right or benefit in any person not a party to this Agreement.

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IN WITNESS WHEREOF, Fair Isaac and Client have caused this Agreement to be signed in duplicate and delivered by their duly authorized representatives as of the Effective Date.

FAIR ISAAC CORPORATION

CLIENT – CHUBB & SON

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

<i>Fair Isaac Use Only:</i>		Created: 2 June 2006
Short Name:	Client #:	Acct. Exec.:
OE Order #:	System #:	Royal Blue #:
Sales Approval:	Notes:	

Please complete the information on the following page.

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INSTRUCTIONS AND CONTACT INFORMATION***Instructions to Client:***

1. *Appropriate corporate officer should execute 2 copies of the document.*
2. *Complete all requested information below:*

Addresses for Notices:**For Client:****Address:**

City/State:

Zip/Code:

Country:

Attention :

Fax:

For Fair Isaac:

Fair Isaac Corporation
Attn: Contracts Administrator
3661 Valley Centre Drive
San Diego, CA 92130

Reference FI LR # _____

Fax: 858-523-4450

Complete Information below if different from above:

**Return executed contract to Client
at:**

Send Software to:

**Client's Billing
Information:**

Address:

City/State:

Zip/Code:

Attention :

Phone:

Fax

(optional):

Email

(optional):

3. *Return 2 completed and executed copies to:*

Fair Isaac Corporation
Attn: Contracts Administration
3661 Valley Centre Drive
San Diego, CA 92130

If time is of the essence, please fax to:

858-523-4450

Questions? Call 858-369-8259

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EXHIBIT A
PRICING AND PAYMENT

1. BLAZE ADVISOR LICENSE AND SUPPORT AND MAINTENANCE FEES

Product	Item #	Initial Term (Perpetual or No. of Years)	Scope/Quantity	Price	Total
Blaze Advisor Development Platform: JAVA	280-DVLI-03 (Perpetual)	Perpetual	For use on up to 5 Seats <u>to be used solely in conjunction with the Named Application</u>	\$ [REDACTED]	\$ [REDACTED]
Blaze Advisor Deployment Platform: JAVA	280-DPLI-03 (Perpetual)	Perpetual	Named Application	\$ [REDACTED]	\$ [REDACTED]
Documentation for Blaze Advisor: • User guide (available in HTML or PDF)	N/A	Perpetual	1 set	Electronic copy included with software license	\$ [REDACTED]
Support and Maintenance Fee for Blaze Advisor Software:	280-OOMN-08	Initial Term: One year	1	\$ [REDACTED] Per Year: 18% of Total License Fees	\$ [REDACTED] Year One (Annual fee thereafter subject to annual adjustment)
TOTAL LICENSE AND FIRST YEAR SUPPORT AND MAINTENANCE FEES – (US Dollars)					\$ [REDACTED]

Definition of Named Application: With respect to any license set forth above with a "Scope/Quantity" of "Named Application", Client's "Named Application" is defined as follows:
[REDACTED].

2. TRAINING FEES

Product	Item #	Quantity	Price	Total
Training Classes: Fair Isaac to provide the following classes: • [list class name] – X day class. • [list class name] – X day class.	280-OOTR-06	[REDACTED] Classes to be held at Client's site. Price is per class and includes up to twelve (12) students - or - Classes to be held at Fair Isaac's site. Price is per student.	\$ [REDACTED] (per class/per student)	\$ [REDACTED]
TOTAL TRAINING FEES – (US Dollars)				\$ [REDACTED]

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3. PAYMENT

3.1 License Fees. Client agrees to pay the license fees described above upon execution of this Agreement.

3.2 Maintenance Fees. Client agrees to pay the support and maintenance fees for the first year upon execution of this Agreement, and annually thereafter in advance while the maintenance term is in effect. Client agrees that the maintenance fee set forth above covers only the licenses to the Fair Isaac Products set forth in this Agreement and does not cover any other licenses to the Fair Isaac Products granted to Client under any other agreement. The total maintenance fee for the Fair Isaac Products for future years shall be calculated based on the total license fees paid by Client for the Fair Isaac Products under this Agreement and all other agreements.

3.3 Training Fees. Client agrees to pay the training fees described above upon execution of this Agreement.

3.4 Expenses. Prices do not include reasonable travel and associated out-of-pocket expenses incurred by Fair Isaac, which will be billed to Client at cost. Client agrees to reimburse Fair Isaac for all such travel-related expenses Fair Isaac incurs in connection with this Agreement.

| Unless Client signs this Agreement and returns it to Fair Isaac by June 30, 2006, prices and terms are subject to change.

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EXHIBIT B
FAIR ISAAC SOFTWARE SUPPORT AND MAINTENANCE POLICY

1. DEFINITIONS

“**FIC**” means Fair Isaac Corporation and its subsidiaries.

“**Errors**” means persistent malfunctions, inherent within the Software, that prevent the Software from operating according to its technical documentation.

For software to be installed at locations in North America, Asia, and South America, “**Product Support Hours**” (United States) are 6:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding holidays observed by FIC in the United States. Support services will be provided from the United States.

For software to be installed at locations in Europe, Middle East, and Africa, ”**Product Support Hours**” (U.K.) are 8:30 a.m. to 5:00 p.m. UK Time, Monday through Friday, excluding holidays observed by FIC in the United States. Support services will be provided from the United States.

“**Software**” means the following software product(s) that are licensed by Client:

The Fair Isaac Products listed on Exhibit A.

2. SUPPORT AND MAINTENANCE SERVICES GENERALLY

2.1. Subject to payment of the appropriate Maintenance fees by Client, and compliance by Client with the terms of the applicable license agreement, FIC agrees to provide Client with support and maintenance services for the Software as set forth in this policy.

2.2. FIC provides support and maintenance services for licensed Software during both implementation and production use when operated on supported platforms installed on designated or approved equipment. Support is currently provided in the English language only.

2.3. Subject to Section 5.1.4, maintenance includes any standard Software versions and releases generally made available to FIC’s clients that are current on Maintenance fees. Such versions and releases will be provided to Client pursuant to this policy on a when and if available basis.

3. TECHNICAL SUPPORT

3.1. FIC will make commercially reasonable efforts, during Product Support Hours, to address Client’s questions about the Software, to resolve operating problems that are attributable to the Software, and to resolve verified, reproducible Errors in the Software.

3.2. Client agrees: (a) to set up primary and secondary liaisons who have been trained on the Software; (b) that all support requests will be centralized through the primary and secondary liaisons; (c) to submit support requests to FIC Product Support; (d) to comply with the attached guidelines for submitting support requests; (e) to use commercially reasonable efforts to diagnose and resolve problems in the operation of the Software prior to contacting FIC for support; and (f) to use commercially reasonable efforts to verify that reported problems are due to a malfunction of the Software, and not due to the operating system, hardware, data, interfaces, or improper use of the Software, prior to contacting FIC for support.

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4. TERM; TERMINATION; REINSTATEMENT

4.1. FIC's support and maintenance obligations under this policy commence upon shipment of the Software and will continue for an initial term of one year. Maintenance fees will be invoiced on an annual basis in advance. For as long as FIC makes maintenance for the Software generally available to all of its customers, the support and maintenance service will automatically renew for consecutive one-year terms unless Client gives FIC 30 days' written notice, prior to the end of the current term, of its intent not to renew. Support and maintenance during renewal terms will be subject to the Support and Maintenance Policy in effect at the time of renewal. Maintenance fees applicable to renewal terms may be increased by FIC, but no such increase may exceed the lesser of three percent (3%) or the most recently available annual change in the CPI. "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100, as published by the US Bureau of Labor Statistics.

4.2. FIC may terminate support and maintenance services under this policy upon 30 days' written notice if Client is in breach under this policy or any license agreement relating to the Software and does not cure the breach within such 30-day period. FIC will have no obligation to resume support and maintenance services following such a termination for cause.

4.3. FIC may, at its sole discretion, reinstate lapsed support and maintenance services, in accordance with its then-current policies, upon payment by Client of the applicable reinstatement fee.

5. EXCLUSIONS

5.1. Services outside the scope of this policy are subject to availability of resources and will be charged for separately at FIC's then-current rates for such services. The following services are outside the scope of this policy:

5.1.1. Support services provided outside of Product Support Hours.

5.1.2. Support service that becomes necessary due to failure of computer hardware, equipment or programs not provided by FIC; negligence of Client or any third party; operator error; improper use of hardware or software (including the Software); any problem or loss not solely attributable to the Software; problems stemming from Client not applying all required maintenance releases; or problems due to unauthorized modification or adaptation of the Software by Client.

5.1.3. Development, customization, coding, installation, integration, consulting and training.

5.1.4. Optional, separately-priced Software features that may, from time to time, be made available by FIC with new versions or releases of the Software.

5.2 Unless otherwise indicated in the applicable Order Form or license agreement, FIC has no obligation to provide support or maintenance services for other than (a) the current release of the Software and (b) one prior release of the Software, but only for a maximum of one year after release of a subsequent release.

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6. SEVERITY LEVELS AND RESPONSE TIMES. Upon Client's report of a problem with the Software, an FIC representative will acknowledge such report by issuing a confirmation to Client, either by phone or email, and FIC will assign a Severity Level to the problem based on the type of issue reported, according to the following schedule:

Severity	Condition	Response Time/Action
1	Production Down Emergency: An Error in the production environment that inhibits all or substantially all of the Software from functioning in accordance with its documentation. A severity "one" problem is both severe and mission-critical.:.	<p>Provide (a) a phone response within 1 hour during FIC's Product Support Hours <u>and</u></p> <p>(b) an action plan within 4 hours for the development of a patch or a bypass for the Error.</p> <p>Following the development of the patch or bypass, FIC will notify the Client of inclusion of the patch or a solution in a revision of the Software.</p> <p>Once identified and logged, FIC will provide all necessary services to resolve a Severity-One condition on a diligent-efforts priority basis seven days per week until that condition has been patched or bypassed.</p>
2	Production Impaired: An Error in the production environment where major functionality of the Software is inhibited, but the Error does not materially disrupt the Client's business	<p>Provide (a) a written or phone response within 4 hours during FIC's Product Support Hours <u>and</u></p> <p>(b) an action plan within 2 business days for a bypass for the Error <u>or</u></p> <p>(c) an action plan within 5 business days for developing a patch for the Error.</p> <p>Following the development of the patch or bypass, FIC will notify the Client of inclusion of the patch or a solution in a revision of the Software.</p> <p>The Error will be worked on during Product Support Hours.</p>
3	Production Inhibited: An Error in the production environment where a feature of the Software is inhibited, but the Error does not materially disrupt the Client's business	<p>Provide (a) a written or phone response within one business day <u>and</u></p> <p>(b) Consider for correction or inclusion in the next revision of the Software.</p>
4	General Assistance: A "how to" question; an Error that is minor or cosmetic in nature; or an enhancement request to be considered for a future revision of the Software	<p>Provide (a) a written or phone response within 2 business days <u>and</u></p> <p>(b) Consider for correction or inclusion in the next revision of the Software.</p>

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**Fair Isaac Product Support
Problem Submission Guidelines**

We encourage clients to first consult the appropriate documentation for the product they are using (installation guides, reference manuals, user guides, product release notes, etc.). Release notes will typically include contents of the release, installation/license information, known limitations, product support, and compatibility information. Other reference materials should also be consulted as needed for related components such as database management systems, compilers, operating systems, etc. For Fair Isaac products with web-based self-service, visit the support web site to search for known questions, solutions and technical notes.

If you've completed this initial research and are still unable to resolve your problem, the next step is to contact Product Support. The following information is critical to resolving a problem:

- Your client ID (a 4-digit number communicated to you either by your Engagement Manager or during your first contact with Product Support) or license number (if applicable).
- Your phone number and email address
- The name and version of the Fair Isaac software to which the issue pertains. For incidents submitted via email, please be sure to include the **product name** on the subject line of the email.
- The name and version of the operating system and database.
- The environment in which the error is occurring (development, test or production).
- Both a general statement and a detailed description of the problem, including any relevant error messages.
- Frequency with which the condition occurs and at what intervals.
- Can the problem be replicated, and if so, the steps taken to recreate the problem.
- Any changes that may have been made to the environment (for example, maintenance work that may have been performed or any hardware/software changes made to the server, workstation, operating system, or data feed).
- Any changes to the Fair Isaac application, including new configuration or software upgrades.
- Copies of the Fair Isaac product log files, configuration files, and screen prints of errors.

Troubleshooting Tips:

- Isolate the problem as precisely as possible using debugging facilities and error logs as appropriate, and try to find a consistent way to reproduce it.
- Whenever possible, modify a Fair Isaac provided example or test case to cause the same problem.
- If the problem is not consistently reproducible, check whether it may be related to insufficient memory, memory leaks, search paths, or files that may be missing from certain directories or the class path.
- Verify that the versions of the database, compilers, operating system, browser, drivers, etc. that are in use are certified and supported by Fair Isaac.
- Identify any other changes that may have occurred in your environment that may have an impact on the Fair Isaac solution (for example, database maintenance, service pack deployment, upgrade of a system component, operating system patches, etc.)
- Try to reproduce the problem on another platform or test system.
- If applicable, try to isolate various components of your solution to simplify the troubleshooting (for example, pull out a subset of rules or code from the bulk of your application). Support can assist you best if we get a small sample of your application to work with. If possible send us a small test case with instructions, so we can run the test case.

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<p>1 A. That is correct, but it was limited 2 to our fraud security and compliance solutions, so 3 FICO had undergone a reorganization and as part of 4 that focused the sales staff on -- more 5 specifically on products versus accounts, and I 6 focused for that period of September 2016 to June 7 of 2017 only on our fraud security and compliance 8 solutions for the most part.</p> <p>9 Q. So was that a job that was 10 different than the job you had before?</p> <p>11 A. Yes, it was. It was reporting to a 12 different individual. It reported into our fraud 13 security and compliance business unit. As opposed 14 to previously, I reported to the leader of the 15 insurance group at FICO, but largely the 16 responsibilities were the same in terms of selling 17 new products into client accounts in insurance and 18 health care, but focused on fraud, security, and 19 compliance solutions.</p> <p>20 Q. Who were you reporting to before as 21 the leader of the insurance group?</p> <p>22 A. I reported to Russ Schreiber.</p> <p>23 Q. And who were you reporting to when 24 you were working in the insurance and health care</p>	<p>1 selling FICO's solution, all solutions into the 2 insurance and health care segment. 3 Q. And how did that differ from when 4 you were acting as a contract partner or client 5 partner? 6 A. In the client partner role, I was a 7 direct quota carrying sales rep responsible for 8 the actual development of new business. As the 9 segment leader, I was a sales manager. So I had a 10 team of folks that were responsible for the direct 11 client engagement and sales. 12 Q. And why did you leave FICO in -- 13 first of all, did you leave FICO in November 2017? 14 A. I did. 15 Q. And why did you leave FICO? 16 A. Again, to pursue another career 17 opportunity that I thought offered me a position 18 that better fit my career direction. 19 Q. Let me ask you some general 20 questions. How does FICO generate revenues, or 21 during the time that you were employed at FICO, 22 how did it generate revenue? 23 MR. HINDERAKER: I'm going to 24 object to the question to the extent that you</p>
<p style="text-align: center;">Page 21</p> <p>1 segment group involving fraud, security, and 2 compliance solutions?</p> <p>3 A. Bob Shiflet.</p> <p>4 Q. Now, during this time period when 5 you were working with regard to fraud security and 6 compliance solutions, did Chubb continue to be a 7 client?</p> <p>8 A. They did.</p> <p>9 Q. Okay. And were you responsible for 10 the other services that were provided to Chubb 11 during that time?</p> <p>12 A. Yes.</p> <p>13 MR. FLEMING: Let the record 14 reflect that Kevin Murphy, senior counsel, 15 global leader at Chubb, is also here.</p> <p>16 BY MR. FLEMING:</p> <p>17 Q. And then your final position at 18 FICO as a segment leader of insurance and health 19 care from July 2017 to November 2017?</p> <p>20 A. That is correct.</p> <p>21 Q. And what were your duties in that 22 position?</p> <p>23 A. I was a sales leader for a team of 24 sales and presales resources responsible for</p>	<p style="text-align: center;">Page 23</p> <p>1 don't have foundation to do it, but to the 2 extent you can answer, go ahead.</p> <p>3 A. FICO operates largely in two 4 separate business units. One is a scores unit 5 which develops and offers syndicated analytic 6 scores to the marketplace, such as your FICO credit 7 score. There are others in that portfolio, and 8 then they operate a software segment. That 9 software segment develops software applications 10 and software tools, which they sell to a variety 11 of industries which generates revenue through 12 software licenses, software maintenance and 13 support contracts, professional services, and 14 probably some other additional commercial 15 vehicles, but largely those are the main sources.</p> <p>16 Q. And are you familiar with the Blaze 17 Advisor?</p> <p>18 A. Yes.</p> <p>19 Q. What does Blaze Advisor do; what is 20 its function?</p> <p>21 A. Blaze Advisor is a business rules 22 management system. It is a domain agnostic piece 23 of software that is designed to allow companies to 24 build out decision logic, business rules,</p>

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<p>1 deployment of analytic models, decision trees to 2 help automate decisioning.</p> <p>3 Q. And Blaze is one of the products 4 that FICO sells; is that correct?</p> <p>5 A. Yes, that is correct.</p> <p>6 Q. What was your involvement in the 7 licensing process at FICO during your employment 8 there?</p> <p>9 A. It varied by role in the 10 organization. When I was in the manager of client 11 services position when I began at FICO, I was 12 purely in a support function where the client 13 partners that I reported to were responsible for 14 the contracts that we would enter into with 15 clients. When I became a client partner, I took 16 on responsibility for the negotiation of the 17 contracts with clients for new services as well as 18 to up-sell for additional products. And so I was 19 responsible for orchestrating the contracting 20 process in combination with, you know, FICO 21 business leadership as well as our legal teams.</p> <p>22 And then as a segment leader, I was 23 in more of an oversight role of the quota carrying 24 reps that were managing that process that I had</p>	<p>1 else responsible for the Chubb relationship at the 2 time that you were responsible?</p> <p>3 A. I should clarify that I was 4 responsible for our North American business. FICO 5 was not organized in our insurance segment to have 6 a global account owner. We were responsible 7 for -- I was responsible for Chubb domestically in 8 the U.S. And no, there was nobody else that would 9 have had the same responsibility that I did for 10 the account in the U.S. during that time.</p> <p>11 Q. So during that time period that you 12 were employed at FICO, to your knowledge, who was 13 responsible for Chubb outside of the United 14 States?</p> <p>15 MR. HINDERAKER: I'm going to 16 object to lack of foundation, but to the 17 extent that you know.</p> <p>18 A. So I can't speak to every geography 19 around the world. I think, but I'm not one 20 hundred percent certain, that Richard Hill in the 21 UK had responsibility for EMEA. For what time 22 frames, I cannot be certain. Outside of EMEA, I 23 don't know who would have had responsibility for 24 the accounts.</p>
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<p>1 when I was a client partner.</p> <p>2 Q. Who were the client partners 3 responsible for the Chubb relationship during the 4 time that you were employed at FICO?</p> <p>5 A. When I started at FICO, Russ 6 Schreiber, I believe, was the assigned client 7 partner. Following Russ, I believe it was a 8 gentleman named Ian Brodie, B-r-o-d-i-e. Then I 9 was responsible for the Chubb account. I do not 10 know with certainty who was responsible for the 11 Chubb account during the year that I spent away 12 from FICO. When I returned to FICO in, I think it 13 was, 2016 or -- let's see, or 2015, I resumed 14 responsibility for the Chubb account and largely 15 held that almost until the end of my time there 16 with the firm.</p> <p>17 Q. So through like March of 2017?</p> <p>18 A. I held it through -- at least 19 through June of 2017.</p> <p>20 Q. And when did you first assume that 21 role?</p> <p>22 A. It would have been when I first 23 became a client partner in March of 2010.</p> <p>24 Q. And what were your -- was anybody</p>	<p>1 Q. And when you said "domestically" in 2 your last response, is that the same as the United 3 States?</p> <p>4 A. Yes. The United States.</p> <p>5 MR. HINDERAKER: Do you want water?</p> <p>6 THE WITNESS: Yes, please.</p> <p>7 Q. And let me clarify something. All 8 of my questions are premised on what you know or 9 what is to your knowledge. So if you don't have 10 knowledge or you don't have any understanding 11 about the circumstance that I am asking about, 12 just let me know that. All right?</p> <p>13 A. Fair enough. Thank you.</p> <p>14 Q. So during the time that you were 15 the client partner responsible for the Chubb 16 relationship, how many other accounts were you 17 also the client partner responsible for?</p> <p>18 A. As I said earlier, roughly 30 to 40 19 accounts that had recurring baseline revenue and 20 then all new sales opportunities within my 21 geographic region, regardless of whether FICO had 22 a relationship with those clients previously.</p> <p>23 Q. So during the time that you worked 24 at FICO, was your compensation dependent on the</p>
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<p>1 revenues generated by particular clients?</p> <p>2 A. Yes.</p> <p>3 Q. How so?</p> <p>4 A. As a client partner, the</p> <p>5 compensation models changed from year to year, but</p> <p>6 in general, they had two major components. The</p> <p>7 first was a revenue target and the second would be</p> <p>8 what they refer to as a bookings target.</p> <p>9 Q. I'm sorry, I didn't hear you.</p> <p>10 A. A bookings, b-o-o-k-i-n-g-s. So on</p> <p>11 a bookings target, that would be the total</p> <p>12 contract value of a new sale that FICO expected to</p> <p>13 recognize as part of that contract. So that is a</p> <p>14 new business-focused metric. The revenue</p> <p>15 component was a combination of existing baseline</p> <p>16 revenue from contracts that had been booked in</p> <p>17 prior quarters. So ensuring that revenue was</p> <p>18 recognized by FICO, plus any new revenue that was</p> <p>19 generated based on contracts that were booked</p> <p>20 during the fiscal year. So that combination made</p> <p>21 up my quota targets. In addition to that, I did</p> <p>22 have a base salary.</p> <p>23 Q. Okay.</p> <p>24 MR. FLEMING: Mark this as</p>	<p>1 MR. HINDERAKER: Okay.</p> <p>2 BY MR. FLEMING:</p> <p>3 Q. So Mr. Sawyer, could you read the</p> <p>4 text of your e-mail to these gentlemen?</p> <p>5 A. Yes. It says, "All, please join</p> <p>6 this call to discuss the Chubb license agreement</p> <p>7 and plan for Chubb Europe. Attached are the three</p> <p>8 SLSA contracts and the latest Chubb annual</p> <p>9 report."</p> <p>10 Q. So do you recall sending out this</p> <p>11 e-mail?</p> <p>12 A. No, I do not.</p> <p>13 Q. Okay. You agree that you did send</p> <p>14 out the e-mail at that time, right?</p> <p>15 A. It appears so based on the e-mail</p> <p>16 that you presented me.</p> <p>17 Q. And the text of the e-mail states</p> <p>18 that you are attaching three SLSA contracts and</p> <p>19 the latest Chubb annual report, and do you see the</p> <p>20 attachments to this e-mail?</p> <p>21 A. Yes, I do.</p> <p>22 Q. All right. So does this refresh</p> <p>23 your recollection at all as to whether you sent</p> <p>24 out this appointment along with copies of the</p>
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<p>1 believe I was mostly a coordinator in this effort.</p> <p>2 Those two individuals were the authoritative</p> <p>3 figures on the relationship with Chubb.</p> <p>4 Q. Was it your understanding that the</p> <p>5 basic FICO software license excluded client</p> <p>6 affiliates from using the license?</p> <p>7 MR. HINDERAKER: Could I ask a</p> <p>8 clarifying question? When you say basic, are</p> <p>9 you talking about the license with Chubb or</p> <p>10 just --</p> <p>11 MR. FLEMING: In general.</p> <p>12 MR. HINDERAKER: Just a general.</p> <p>13 A. I'm not aware of what our standard</p> <p>14 language was related to affiliates, although it</p> <p>15 was a common item for negotiation with clients in</p> <p>16 general.</p> <p>17 Q. What was a common part of</p> <p>18 negotiation?</p> <p>19 A. Determining the definition of</p> <p>20 affiliates within the contracts.</p> <p>21 Q. Okay. Do you recall any</p> <p>22 discussions in 2008 as to whether the FICO license</p> <p>23 agreement permitted use by a Chubb affiliate in</p> <p>24 Europe?</p>	<p>1 anybody else?</p> <p>2 A. Ian Brodie and Russ Schreiber.</p> <p>3 Q. How had they interpreted that</p> <p>4 clause; what was the discrepancy that you just</p> <p>5 referenced?</p> <p>6 MR. HINDERAKER: Which question do</p> <p>7 want? Objection. And multiple questions.</p> <p>8 Which question do you want answered?</p> <p>9 A. Can you clarify your question,</p> <p>10 please?</p> <p>11 Q. What discrepancy are you</p> <p>12 referencing?</p> <p>13 A. The extent to which the enterprise</p> <p>14 license in amendment two applies from a territory</p> <p>15 perspective.</p> <p>16 Q. What do you mean by that?</p> <p>17 A. I can't speak to, you know, Ian or</p> <p>18 Russ's interpretation of the agreement; however,</p> <p>19 based on knowledge that I had, you know, in</p> <p>20 working with Henry Miroluz and the team at Chubb,</p> <p>21 that there may have been some use of the products</p> <p>22 for Chubb businesses outside the United States.</p> <p>23 And so when I read the agreements, went back</p> <p>24 through the territory, I, you know, highlighted</p>
<p style="text-align: center;">Page 37</p> <p>1 MR. HINDERAKER: Same clarifying</p> <p>2 question. Are we talking about the Chubb</p> <p>3 license or just general licenses now?</p> <p>4 MR. FLEMING: This license.</p> <p>5 MR. HINDERAKER: Okay. Thank you.</p> <p>6 A. No, I do not recall any discussion</p> <p>7 that took place in 2008.</p> <p>8 Q. Do you recall any discussions about</p> <p>9 that topic while you were at FICO?</p> <p>10 A. I do.</p> <p>11 Q. What do you recall?</p> <p>12 A. I recall, at some point after I</p> <p>13 assumed responsibility as client partner for</p> <p>14 Chubb, reviewing the agreements and at that point</p> <p>15 in time, I realized the territory clause within</p> <p>16 the original software license service agreement.</p> <p>17 And you know, it clarified for me, you know, the</p> <p>18 scope of amendment two based on that territory</p> <p>19 clause. And it highlighted for me, you know, a</p> <p>20 potential discrepancy in the way that my</p> <p>21 predecessors had, you know, interpreted that</p> <p>22 clause.</p> <p>23 Q. And when you're talking about your</p> <p>24 predecessors, are you referencing Ian Brodie or</p>	<p style="text-align: center;">Page 39</p> <p>1 that to Russ Schreiber. I can't be certain on the</p> <p>2 date.</p> <p>3 Q. So when you say you highlighted</p> <p>4 that to Russ Schreiber, are you referencing an</p> <p>5 e-mail that you sent him at that time?</p> <p>6 A. No. It would have been in</p> <p>7 discussion.</p> <p>8 Q. Was it ever memorialized in an</p> <p>9 e-mail?</p> <p>10 A. I couldn't recall for the nine</p> <p>11 years that I worked at FICO if I wrote an e-mail</p> <p>12 or not, but most likely it was in discussion with</p> <p>13 Russ.</p> <p>14 Q. And when was that discussion?</p> <p>15 A. So it would be during the period of</p> <p>16 time that I was a client partner responsible for</p> <p>17 the Chubb account. So it was somewhere between</p> <p>18 March 2010 and February 2014. My guess is it's in</p> <p>19 that period of time when I was responsible for the</p> <p>20 account.</p> <p>21 Q. So in responding to that question,</p> <p>22 you were referencing the LinkedIn document, right?</p> <p>23 A. Yes.</p> <p>24 Q. So you don't have a separate</p>

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<p>1 recollection of it without referencing a document;</p> <p>2 is that fair?</p> <p>3 A. That is correct. I was referencing</p> <p>4 Exhibit 72 just to refresh my mind of the period</p> <p>5 of time in which I served in that role at FICO.</p> <p>6 Q. Okay. So let's talk about what you</p> <p>7 had learned from Henry Mirolyuz about the use of</p> <p>8 the Blaze product for Chubb business outside of</p> <p>9 the United States. What did you learn from him?</p> <p>10 A. So I -- in multiple conversations</p> <p>11 with Henry, largely centered around presentations</p> <p>12 that Henry would do internally to Chubb folks</p> <p>13 around the use of Blaze Advisor, there was</p> <p>14 reference to an application of Blaze Advisor for</p> <p>15 renewal processing, I believe, supporting their UK</p> <p>16 business. And I also engaged in conversations</p> <p>17 with Henry about some interest that the European</p> <p>18 unit had around a decision simulation product that</p> <p>19 FICO also offered. But I do not recall having any</p> <p>20 direct conversations with members of, you know, a</p> <p>21 European team for Chubb.</p> <p>22 Q. So was it your understanding that</p> <p>23 prior to your determination that you had a</p> <p>24 difference in how one would interpret the license</p>	<p>1 right, of use of the product to support the</p> <p>2 Chubb's European business and, you know, making</p> <p>3 Russ aware that upon my reading of the contract,</p> <p>4 despite how things have been operating previously,</p> <p>5 that I did not think that was in compliance with</p> <p>6 our license agreement.</p> <p>7 Q. Okay. So you said that. What was</p> <p>8 Russ saying?</p> <p>9 A. I don't recall Russ's exact</p> <p>10 reaction to it, other than the fact that, you</p> <p>11 know, Chubb, it was an important client of ours at</p> <p>12 the time, right, and that, you know, it was not</p> <p>13 the right time to take action on that. So I was</p> <p>14 not given any direction on how to proceed.</p> <p>15 Q. And did you follow that direction?</p> <p>16 A. I did.</p> <p>17 Q. So what action were you</p> <p>18 contemplating or suggesting?</p> <p>19 MR. HINDERAKER: Objection.</p> <p>20 Assumes facts.</p> <p>21 A. I do not recall coming into that</p> <p>22 meeting with a recommendation. You know, at this</p> <p>23 point in my career, I was a fairly junior software</p> <p>24 sales representative, right, and so I did not have</p>
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<p>1 agreement than the manner in which your</p> <p>2 predecessors interpreted it, that prior to that</p> <p>3 time, FICO had taken the position with Chubb that</p> <p>4 the use of Blaze with regard to Chubb's Canadian</p> <p>5 company and its European company was within the</p> <p>6 scope of the license?</p> <p>7 MR. HINDERAKER: I have two</p> <p>8 objections. One, it misstates his earlier</p> <p>9 testimony; and two, it presumes someone</p> <p>10 speaking on behalf of FICO as a corporation.</p> <p>11 A. Yeah. I cannot speak to, you know,</p> <p>12 what positions my predecessors may have taken with</p> <p>13 Chubb in respect to their license agreement, so I</p> <p>14 can't answer that question.</p> <p>15 Q. Well, you referenced this</p> <p>16 discrepancy and the manner in which your</p> <p>17 predecessors had interpreted this provision. How</p> <p>18 do you know how they had interpreted this</p> <p>19 provision?</p> <p>20 A. Sure. So I don't believe that they</p> <p>21 ever told me this is how we interpreted it, right.</p> <p>22 I think that conversation that I had with Russ</p> <p>23 was, you know, directed to Russ in the way that</p> <p>24 said that I, as through my role, had become aware,</p>	<p>1 a tremendous amount of experience of dealing with</p> <p>2 these types of issues, right, and so the course</p> <p>3 that I took was to report my concern to my</p> <p>4 management.</p> <p>5 Q. So you didn't have a suggestion or</p> <p>6 a recommendation; rather, you came to Russ</p> <p>7 Schreiber and told him that you interpreted this</p> <p>8 contract differently than he did?</p> <p>9 A. Correct.</p> <p>10 MR. HINDERAKER: Objection.</p> <p>11 Misstates the testimony.</p> <p>12 Q. Go ahead.</p> <p>13 A. Correct.</p> <p>14 Q. Okay.</p> <p>15 A. Well, let me clarify. I went to</p> <p>16 him and expressed that I have a concern, right,</p> <p>17 about what I know about the Chubb account, right,</p> <p>18 and how I interpret the contract. As I've said, I</p> <p>19 cannot speculate on how Russ interpreted the</p> <p>20 contract.</p> <p>21 Q. Well, if you -- why did you believe</p> <p>22 there was a discrepancy, then, in the way that you</p> <p>23 interpreted it and the way your predecessors had?</p> <p>24 You've explained -- let me --</p>

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<p>1 A. Sure.</p> <p>2 Q. You've explained how you</p> <p>3 interpreted it, and my question is why did you</p> <p>4 believe there was the discrepancy between the way</p> <p>5 that you interpreted it and the way that your</p> <p>6 predecessors interpreted it?</p> <p>7 A. Sure. So you know, as you see here</p> <p>8 in Exhibit 73, there was a meeting in 2008, right,</p> <p>9 with my predecessors discussing this issue. You</p> <p>10 know, I've already testified that through</p> <p>11 conversations with Henry, I was aware that there</p> <p>12 was an application that was supporting Chubb</p> <p>13 Europe. So based on the understanding that that</p> <p>14 exists -- existed, my assumption that my</p> <p>15 predecessor was aware of it as well led me to my,</p> <p>16 you know, assumption that I was interpreting the</p> <p>17 contract language differently than my</p> <p>18 predecessors.</p> <p>19 Q. All right. Well, so when you spoke</p> <p>20 with Russ Schreiber and told him of your</p> <p>21 interpretation, did he react, did he tell you what</p> <p>22 his interpretation was?</p> <p>23 A. I cannot recall.</p> <p>24 Q. Okay. Let's look at the language</p>	<p>1 the territory limitation that you just read in the</p> <p>2 initial contract, but in addition, you said your</p> <p>3 interpretation was based on a combination of that</p> <p>4 territorial provision and a provision in the</p> <p>5 second amendment. So my question was, what</p> <p>6 provision in the second amendment are you</p> <p>7 referencing?</p> <p>8 A. Sure. So I do want to be clear,</p> <p>9 right. You stated that it was different than the</p> <p>10 interpretation of my predecessors. I want to make</p> <p>11 it clear that it's my perceived -- my perception</p> <p>12 of their interpretation. That's an important</p> <p>13 point, because I do not have definitive knowledge</p> <p>14 of exactly how Ian Brodie or Russ Schreiber viewed</p> <p>15 this.</p> <p>16 The language specifically is on</p> <p>17 page 2 in the top paragraph.</p> <p>18 Q. Could you read that?</p> <p>19 A. Sure. So it starts in the third</p> <p>20 sentence where it says, "subject to and in</p> <p>21 accordance with all the provisions of the</p> <p>22 agreement."</p> <p>23 So when I read this, I think the</p> <p>24 original place you would look when you go to an</p>
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<p>1 that I think you're referencing. If you look at</p> <p>2 the software agreement which follows on page 1</p> <p>3 under "territory," could you read that out loud?</p> <p>4 A. Yes. "Territory. With respect to</p> <p>5 the installation and physical location of the Fair</p> <p>6 Isaac products means the United States of</p> <p>7 American."</p> <p>8 Q. And when you've testified -- when</p> <p>9 you testified earlier today about this territory</p> <p>10 limitation that you interpreted differently than</p> <p>11 your predecessors, is that the provision that</p> <p>12 you're referencing?</p> <p>13 A. It's that provision in combination</p> <p>14 with the language in amendment two.</p> <p>15 Q. Okay. And let's turn to amendment</p> <p>16 two then. That's the Bates Stamp Number 2294. Do</p> <p>17 you have difficulty finding it?</p> <p>18 A. I see it, yes.</p> <p>19 Q. Okay.</p> <p>20 A. Is there a specific question that</p> <p>21 you have on it?</p> <p>22 Q. Right. You had testified that your</p> <p>23 interpretation of the software license was</p> <p>24 different than your predecessors was based both on</p>	<p>1 amendment of this sort at FICO is you would look</p> <p>2 at what the definition of the scope of that</p> <p>3 agreement is, right, which is defined in both the</p> <p>4 table on page 1 as enterprise wide and then you</p> <p>5 read the first paragraph on page 2 that starts</p> <p>6 with "The purpose of this amendment two, the</p> <p>7 enterprise license shall mean that the client and</p> <p>8 its affiliates may use the product for their</p> <p>9 internal business purposes with no limitation</p> <p>10 or on the number of seats, or CPUs, subject to and</p> <p>11 in accordance with all provisions of the</p> <p>12 agreement."</p> <p>13 So when I read that provision, it</p> <p>14 led me back to the original software license</p> <p>15 agreement and the definition of territory. At</p> <p>16 that point in time, I recognized that, you know,</p> <p>17 when you read the two agreements together,</p> <p>18 enterprise wide as listed in amendment two is</p> <p>19 constrained by the territory restriction in the</p> <p>20 master -- in the master agreement, which would</p> <p>21 restrict use of the product as, you know, outlined</p> <p>22 in the territory definition in the master</p> <p>23 agreement.</p> <p>24 Q. So just to be clear, the paragraph</p>
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<p>1 that you were referencing in the second amendment 2 to the software license in the service agreement 3 is on page 2, and you were referencing this 4 particular provision which I will now read. 5 Quote, "The purpose of this 6 amendment two, the enterprise wide license shall 7 mean that client and its affiliates may use the 8 Fair Isaac product for their internal business 9 purposes with no limitation on the number of seats 10 or CPUs, subject to and in accordance with all the 11 of provisions of the agreement," unquote. 12 Correct? 13 A. That is correct. 14 Q. Okay. Now, at this time that you 15 came to this determination, which was sometime 16 between March 2010 and February 2014, was it your 17 understanding based on communications that you had 18 with Henry Miroyuz and others at Chubb that Chubb 19 had the same interpretation of these provisions as 20 your predecessors did? 21 A. You know, I have a hard time 22 speaking to what Henry's perception was of the 23 agreement. You know, and through my time at FICO 24 and generally in my career, you know, I have been</p>	<p>1 A. So with respect to Chubb Europe, 2 Henry was very open about the use of the software 3 to support Europe. You used a phrase "an 4 application in Europe." I'm not aware of where 5 the actual technology sat for that application, 6 but he was open about, you know, the use of the 7 software for the benefit of Europe. 8 With respect to Canada, I was 9 unaware that Chubb was using the software for the 10 benefit of Canada. I did have a number of 11 conversations with Henry about a potential use of 12 the software in Canada. And as a sales 13 professional, right, advancing the use of our 14 software product, I do recall offering to Henry to 15 meet with his team in Canada, help them understand 16 the capabilities of our software product to 17 evaluate it for their use case, but to my best 18 recollection, the Chubb Canadian team did not take 19 up that offer. 20 And you know, following that, you 21 know, my communication with Henry on the subject, 22 you know, would, you know, die out. And so I was 23 not certain at any point in time until, you know, 24 late in the dispute that something had actually</p>
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<p>1 very careful not to make contract interpretations 2 on behalf of my clients. 3 So when there is, you know, 4 question about the scope of the license agreement, 5 you know, my approach has, you know, typically 6 been to provide the contract or the language to my 7 client to allow them to interpret the language for 8 themselves. 9 So I do not remember or recall 10 making the definitive statement to Henry or Chubb 11 as to what the scope of their license agreement 12 was. 13 Q. Right. And I'm not asking about 14 what you told them, but rather, based on their 15 actions and statements, did it appear to you that 16 Chubb interpreted this contract the same way that 17 your predecessors did? 18 A. Based on their behavior, I would 19 say that's a fair statement. 20 Q. Okay. I mean, from your 21 perspective, Henry Miroyuz and others at Chubb 22 were not in any way concealing the fact that Chubb 23 was using apps, using Blaze in Chubb Europe and in 24 Chubb Canada, correct?</p>	<p>1 happened in Canada in terms of the use of the 2 software. But again, I didn't -- even with that, 3 I don't know where the software physically 4 resided. 5 Q. When did you have these discussions 6 with Henry Miroyuz about the potential of using 7 the app in Canada? 8 A. I can't recall when that occurred. 9 Q. Did it occur prior to or after the 10 time that you determined that your interpretation 11 of the software license agreement was different 12 than your predecessors? 13 A. I can't be certain; however, I 14 think the -- my response to the inquiry from Henry 15 would -- in terms of what I was being asked to do 16 in terms of sales, probably wouldn't have varied 17 much regardless of the timing of that, right. If 18 a client were to come to me and suggest that we 19 have a potential new use for your software, 20 whether that would be, you know, something as 21 licensed under their current license agreement or 22 would be a new sales, new license sale 23 opportunity, I would still offer to support the 24 client in a similar way to help them evaluate the</p>
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1 use case of the software, you know, whether it be 2 to try and sell professional services or sell a 3 license. So because I would have reacted in a 4 very similar way to that request from Henry, I 5 couldn't be certain if it was before or after. 6 Q. So you did not relate to Henry 7 Mirolyuz at that time that you believed that the 8 current software license agreement between Chubb 9 and FICO would not extend to use by Chubb Canada? 10 A. No. I can definitively say, no, I 11 did not. 12 MR. HINDERAKER: When you are at a 13 good spot, let's take a little break. 14 MR. FLEMING: All right. This is a 15 good spot. Ten minutes. 16 MR. HINDERAKER: Sure. Ten minutes 17 is fine. 18 THE VIDEOGRAPHER: The time is 19 10:05. We are off the record. 20 (Break taken.) 21 THE VIDEOGRAPHER: The time is 22 10:20. We're back on the record. 23 BY MR. FLEMING: 24 Q. Mr. Sawyer, prior to the time you	1 associated with your assigned accounts. 2 Q. Now, you've testified about the 3 circumstance in which you reviewed the software 4 license agreement with Chubb and arrived at this 5 interpretation that was different than your 6 predecessors. And my question is why is it that 7 you were looking at the Chubb software license 8 agreements at that time? 9 A. I can't recall what generated my 10 requirement to look at the contracts. 11 Q. And you provided like a four-year 12 window where that might have occurred somewhere, 13 if I'm right, between March 2010 and 14 February 2014? 15 A. During that period of time when I 16 was -- that stretch of time when I was a client 17 partner in my first stint at FICO, which would 18 have been March 2010 to February 2014, correct. 19 Q. Okay. Is there any way that you 20 could narrow that time period to better determine 21 when it was that you arrived at this 22 interpretation? 23 A. Not with any degree of certainty, I 24 cannot.
Page 53 1 became the client partner, would you agree that it 2 was not your responsibility to understand as a 3 software license agreement -- the software license 4 agreements with your customers? 5 A. I would say it was my 6 responsibility in combination with the client 7 partner who owned the client relationship to 8 understand the scope of our services for the 9 client, but it was not -- as I was not the sole 10 responsible party for administration of the 11 account, I was, you know, serving the client 12 partner who has ultimate say in how things 13 progressed with the client. 14 Q. So certainly when you became a 15 contract partner, you understood it was your 16 responsibility to understand the FICO's software 17 license agreements with the customers that you 18 serviced? 19 A. I want to clarify that my title was 20 client partner, not contract partner. 21 Q. Client, excuse me. 22 A. And yes. When you are the client 23 partner for an account at FICO, it is your 24 responsibility to understand the contracts	Page 55 1 Q. How soon after you arrived at the 2 that interpretation did you have the discussion 3 that you related with Russ Schreiber? 4 A. I can't recall specifically. I 5 can't recall. 6 Q. Well, I mean, would it have been 7 within a few weeks? 8 A. I'm speculating. I don't remember 9 the actual event, but it seems logical that it 10 would be within a couple of weeks, yes. 11 Q. Okay. And what's the best that you 12 can recall about that conversation you had with 13 Russ Schreiber, what you said and what he said? 14 A. I don't recall the actual 15 conversation. I can recall that I raised the 16 issue to him. I know that I left that meeting 17 without, you know, any specific action to address 18 any concerns with Chubb, or the client, or to the 19 best of my recollection with others within FICO, 20 but I cannot recall the specifics of the 21 discussion. 22 Q. Do you recall what you told him 23 about what -- about your interpretation? 24 A. I don't remember the specific words

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<p>1 event shall be deemed to be an assignment subject 2 to this section."</p> <p>3 So in my interpretation of the 4 contract, it is deemed that the proposed 5 transaction of ACE acquiring Chubb would be deemed 6 an assignment, and the first sentence in the 7 state -- in provision 10.8 says that, "No party 8 shall, without the prior written consent of the 9 party, assign or transfer this agreement." So my 10 interpretation was that the proposed merger, 11 change of control, or acquisition would constitute 12 an assignment which would require FICO's written 13 approval.</p> <p>14 The sentence continues with "and," 15 so now it layers another, in my interpretation, 16 another restriction on it that the client shall 17 also make no expanded use of the Fair Isaac 18 products as a result of such an event unless and 19 until Fair Isaac provides such written consent, 20 which will not be unreasonably withheld.</p> <p>21 So my interpretation here is -- and 22 from a business perspective, my reading of this 23 would suggest that you could have -- an assignment 24 was going to occur and that required approval by</p>	<p>1 would have occurred under the contract given the 2 change of control, merger acquisition. 3 Q. So it's your interpretation that 4 FICO's consent was required first with respect to 5 the merger, right? 6 MR. HINDERAKER: I object. 7 Misstates the testimony. With respect to the 8 merger? 9 Q. Well, it's your interpretation of 10 the contract that the merger constituted an 11 assignment of transfer, correct? 12 A. At the time when these e-mails were 13 drafted -- 14 Q. Yep. 15 A. -- my assertion was that the 16 proposed deal between Chubb and ACE would 17 constitute a change of control and would require 18 an assignment under the contract, which would 19 require FICO's consent. 20 Q. Okay. So first of all, it's your 21 interpretation of Section 10.8 that FICO had to 22 provide prior written consent of a transfer, which 23 included a change in control or this merger -- 24 MR. HINDERAKER: Objection. Vague.</p>
<p style="text-align: center;">Page 125</p> <p>1 FICO regardless of whether the second half, how 2 that second half of the sentence gets handled. 3 Russ's relation -- comments related to that 4 provision would be whether or not the potential 5 expanded use of the product driven by the 6 acquisition would be of the size or scale that 7 would require additional consent from FICO that 8 would be deemed reasonable. And so my position on 9 this was, given the scale of the acquisition, that 10 the likelihood for expanded use of the product 11 would be substantial, and therefore, there would 12 be a second criteria that we would need to apply 13 in approving any sort of assignment under the 14 contract.</p> <p>15 Q. So it's your interpretation of 16 Section 10.8 that there are two separate consents 17 that are required?</p> <p>18 MR. HINDERAKER: Objection. Misstates his testimony.</p> <p>19 A. So what I said is that you need -- 20 you need to get FICO's consent for both parts of 21 this sentence, but the fact that the second -- the 22 fact that Russ was referencing the second half 23 doesn't invalidate the fact that an assignment</p>	<p style="text-align: center;">Page 127</p> <p>1 Q. -- right? 2 A. My interpretation is that -- I 3 mean, it's very clear in the very first line of 4 the contract, right. "Neither party shall, 5 without the prior written consent of the other 6 party, assign or transfer this agreement or any 7 part hereto." Right. In the event of change or 8 control, right, you need to get consent from FICO 9 for an assignment. 10 Q. Okay. So first of all, it's your 11 interpretation that Chubb needed to get FICO's 12 consent, prior written consent, of an assignment 13 or a transfer of this agreement and that the 14 merger or change of control constituted such an 15 assignment of transfer? 16 A. Yes. 17 Q. Okay. That took awhile, but we got 18 there. 19 And secondly, you're saying there 20 was a second consent that would be required and 21 that, specifically, if FICO made an expanded 22 use -- excuse me, if Chubb made an expanded use of 23 the FICO product as a result of any such event, 24 that is the merger, FICO -- yeah, FICO also had to</p>

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1 provide written consent to that?	1 A. And so no. That does not reflect
2 MR. HINDERAKER: Objection.	2 my testimony. I was clear, right, that any action
3 Misstates the earlier testimony.	3 that required -- that triggers the assignment
4 Q. Go ahead.	4 clause requires approval. So in the event of a
5 A. I mean, the contract is clear,	5 change of control of client or if a client is
6 right, that the client shall not make expanded use	6 merged with, acquired, or acquired by another
7 of the Fair Isaac products unless Fair Isaac	7 entity or undergoes a reorganization or otherwise
8 provides written consent.	8 acquires the rights to process the business of
9 Q. Okay. Now, did you have any reason	9 another entity, each such event shall be deemed an
10 to believe that Chubb, as a result of the merger	10 assignment.
11 or subsequent to the merger, made any expanded use	11 Q. Okay. Just so I'm clear, you know,
12 of Blaze Advisor?	12 we've been through this. You've stated that it's
13 A. Yes. I did have conversations	13 your understanding of Section 10.8 that two
14 throughout the period of time from when the merger	14 different consents were needed?
15 was made -- planned merger or acquisition was made	15 MR. HINDERAKER: I also object to
16 public until the date that it actually closed with	16 that as misstating his testimony. We will
17 Henry Mirolyuz about activities that were underway	17 rely on the record, obviously, but that does
18 in discussions with ACE around specifically the	18 misstate his testimony.
19 speciality insurance business of Chubb and ACE	19 A. I've been clear that any event that
20 where they both had books of business and which	20 is defined -- that, as defined as an assignment in
21 systems and platforms would be likely used to	21 this agreement, requires consent by FICO. It also
22 administer that business going forward.	22 says in the agreement that, you know, as such of
23 My understanding from that	23 that result, you should not make expanded use of
24 discussion, or those discussions, were that	24 the product without written consent.
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1 because of the size and scale of the Chubb book of	1 So my interpretation of this is not
2 business in the speciality lines space, that it	2 that there are two separate consents. It's -- my
3 was more likely than not that the decision would	3 interpretation is that if one of these events
4 be made in the future to migrate operations from	4 occurs that triggers an assignment, that you need
5 the Legacy ACE business onto the Legacy Chubb	5 to have discussion with FICO around gaining their
6 systems, and specifically, the underwriting and	6 assent for the transfer or assignment of the
7 renewal underwriting applications for which Blaze	7 license, right, and that these elements would be
8 Advisor was a part of.	8 discussed as part of that discussion around the
9 Q. So you say there were discussions	9 assignment. That's my interpretation.
10 with Henry Mirolyuz about what may happen	10 Q. Okay. And I had understood that.
11 following the merger?	11 A. Okay.
12 A. That is correct.	12 Q. But with regard to the issue as to
13 Q. And my question was are you aware	13 Chubb, if Chubb -- where it says that "Chubb shall
14 of any evidence that there actually was expanded	14 make no expanded use of the FICO product as a
15 use following the merger?	15 result of any such event unless and until FICO
16 A. No.	16 provides such written consent," if there was no
17 Q. So you would agree that if there	17 expanded use of the FICO project after the
18 was no expanded use following the merger,	18 merger --
19 Section 10.8 doesn't require a consent?	19 A. Um --
20 MR. HINDERAKER: Objection.	20 Q. -- there would be no reason for
21 Misstates testimony.	21 Chubb to get FICO's consent as to that issue, that
22 A. No.	22 is the issue relating to expanded use?
23 MR. HINDERAKER: And objection to	23 A. I also --
24 the extent it asks for a legal conclusion.	24 MR. HINDERAKER: Let me speak my
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<p>1 objections. I object to that it misstates 2 testimony. I object to the 3 mischaracterization of it, and I object to 4 the legal characterization of 10.8, and I 5 object to the witness being asked for a legal 6 characterization.</p> <p>7 A. So in my interpretation of this, 8 Chubb had the duty to seek and get FICO's written 9 consent for an assignment. They failed to do so. 10 So at no point were we ever able to have a 11 discussion with the client, being Chubb in this 12 case, around their intended use of the product 13 going forward. So at the time when this event 14 occurred, the fact that no written consent was 15 provided for the assignment is what triggered, you 16 know, our action in sending that letter to Chubb 17 notifying them of the breach.</p> <p>18 Q. Okay. And I understand your 19 position, but with respect to this issue as to 20 whether Chubb actually had or engaged in an 21 expanded use of its FICO products, it's your 22 testimony that you're aware of no evidence that, 23 following the merger, it did so?</p> <p>24 MR. HINDERAKER: Objection to the</p>	<p>1 to say Chubb. 2 A. Yeah. 3 Q. Chubb, yeah. 4 A. For clarity, after the merger, I 5 had no evidence supplied to me that would indicate 6 that Chubb used the product in an expanded way. 7 Q. Okay. 8 A. But as I said, prior to the actual 9 transaction closing, I did have conversations with 10 representative -- with Henry Mirolyuz from Chubb 11 who had shared potential plans for it which caused 12 our concern under the contract. 13 Q. So are there any e-mails going back 14 and forth between you and Henry Mirolyuz about the 15 planned post-merger activity? 16 A. I am not certain. There is -- I do 17 remember one exchange I had with Henry -- whether 18 it was an e-mail or not, I am not certain -- 19 indicating that Accenture was a significant vendor 20 partner of ACE and would likely be involved in any 21 post-merger transformation projects or integration 22 projects, and Henry had inquired about our 23 experience partnering or working with Accenture, 24 but I couldn't be certain if that was an e-mail or</p>
Page 133	Page 135
<p>1 extent of the foundation.</p> <p>2 A. Yeah. I was not in a position to 3 know what was happening inside of the walls at 4 Chubb around discussions for using the platform. 5 Immediately following the conclusion of the 6 transaction, Chubb did not share any evidence with 7 us that would suggest that they planned to use the 8 scope -- the product in an expanded scope.</p> <p>9 Q. Okay.</p> <p>10 A. But lack of Chubb providing 11 evidence does not substantiate the potential, and 12 we were asking for a discussion around their 13 planned use. My view on this is that you're 14 asking, again, for my interpretation on this. We 15 didn't even get to Section 2 because Section 1, we 16 never granted our rights for the assignment to 17 begin with.</p> <p>18 Q. Okay. But let's just deal right</p> <p>19 now with the expanded use issue. Following the</p> <p>20 merger, you agree that you are aware of no</p> <p>21 evidence that FICO engaged in more expansive use</p> <p>22 of the FICO products as compared to the use of</p> <p>23 which it was making before the merger?</p> <p>24 MR. HINDERAKER: I think you meant</p>	<p>1 a side conversation that Henry and I had. 2 Q. Okay. Other than that discussion 3 or possible e-mail, are you aware of any other 4 e-mails going back and forth between you and Henry 5 Mirolyuz relating to planned activities by FICO 6 post-merger?</p> <p>7 MR. HINDERAKER: I object to the 8 question as saying any other e-mails. 9 Misstates the testimony.</p> <p>10 Q. Go ahead.</p> <p>11 A. I am -- I cannot recall any other 12 communications between me and Henry on the topic.</p> <p>13 Q. Okay. Now, going back to 14 Section 10.8 and the language relating to where it 15 says, in the middle of that paragraph, "which 16 shall not be unreasonably withheld," do you -- 17 what is it that you understand is meant by that, 18 and specifically, what is it that you understand 19 will not be unreasonably withheld?</p> <p>20 A. Right. So my interpretation of 21 this is that when FICO licenses their software, 22 they license it for a specific scope of use, which 23 is driven by a number of parameters in our pricing 24 model. And so my interpretation of this language</p>
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<p>1 is that if, through the assignment of the license, 2 there is a change to one of those pricing 3 parameters for the software for the scope of use, 4 that, you know, we would evaluate the impact of 5 that and determine whether or not FICO is being 6 fairly compensated for the use of their product. 7 I would say it probably goes 8 further in terms of making sure that the type of 9 use of the product is one that is -- aligns with, 10 you know, the values of Fair Isaac and what we 11 license our software for.</p> <p>12 Q. And what is your basis for stating 13 that that is meant by "will not be 14 unreasonably withheld"?</p> <p>15 A. That's my reading of the contract. 16 That's the way I personally interpret it. You 17 know --</p> <p>18 Q. Well, I mean, is it based on any 19 communications between Chubb and FICO?</p> <p>20 MR. HINDERAKER: Asked and 21 answered.</p> <p>22 A. Not between Chubb and FICO, no.</p> <p>23 Q. And is it based on any 24 communications that you've had with anybody at</p>	<p>1 A. No. 2 Q. Is it based on any communications 3 that you're aware of prior to the Chubb merger? 4 MR. HINDERAKER: Objection. Vague. 5 A. Communications with who? 6 Q. With anybody. 7 MR. HINDERAKER: For any period of 8 time? Objection. Vague. 9 THE COURT REPORTER: I didn't hear 10 you. 11 MR. FLEMING: There was a period of 12 time prior to the Chubb merger. 13 Q. Was it based on any communications 14 that you're aware of that occurred prior to the 15 Chubb merger? 16 MR. HINDERAKER: Okay. Now we have 17 a time frame. 18 MR. FLEMING: There was a time 19 frame already. That was in the question. 20 Look at the transcript. 21 A. If I'm understanding the question 22 correctly as I just stated, right, in Exhibit 80, 23 you can see I had conversations with 24 Russ Schreiber regarding that provision in the</p>
<p style="text-align: center;">Page 137</p> <p>1 FICO?</p> <p>2 MR. HINDERAKER: Again, to the 3 extent that that question would be revealing 4 a privileged communication, then I instruct 5 you not to answer, but if you can answer it 6 otherwise, then go ahead.</p> <p>7 A. Sure. You've already shown me --</p> <p>8 Q. Wait a minute. My question was, 9 was it based on any communications that you have 10 had with anybody at FICO?</p> <p>11 MR. HINDERAKER: That's right.</p> <p>12 Same objection.</p> <p>13 Q. Go ahead.</p> <p>14 A. So we've already -- you've shown me 15 in this Exhibit 80 discussions I had with Russ 16 Schreiber specific to that provision in the 17 contract. So yes, that is in the record. Beyond 18 that, there may have been privileged conversations 19 with counsel.</p> <p>20 Q. Okay. Is your understanding of the 21 meaning of that phrase based on any conversations 22 that you've had with anybody at Chubb?</p> <p>23 MR. HINDERAKER: Asked and 24 answered. Go ahead.</p>	<p style="text-align: center;">Page 139</p> <p>1 contract. Other than that, I cannot recall having 2 that discussion with others.</p> <p>3 Q. Is it based on any communications 4 you've had with the persons who were involved in 5 negotiating the contracts and specifically the 6 software license agreement between Chubb and FICO?</p> <p>7 MR. HINDERAKER: Objection to the 8 extent of what is the meaning of it. Vague.</p> <p>9 A. As I testified earlier, Russ 10 Schreiber was the client partner, to my knowledge, 11 at FICO who negotiated the software license 12 agreements with Chubb. And so via Exhibit 80, 13 yes, I did discuss that with the individual who 14 negotiated those contracts with Chubb.</p> <p>15 Q. Are you aware of any writing prior 16 to October 7th, 2015, which references your -- 17 which provides support for your interpretation of 18 the phrase unreasonably withheld in this contract?</p> <p>19 A. So is the question did I receive 20 communications from somebody else internally at 21 FICO to substantiate my interpretation of the 22 contract, is that the question?</p> <p>23 Q. Yeah. Or helped you arrive at that 24 interpretation?</p>

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<p>1 which is the expanded use?</p> <p>2 MR. HINDERAKER: And so now my 3 objection. The long preamble to the question 4 misstates the testimony with respect to 5 consents in the plural, and thereafter 6 becomes -- if you can understand it 7 thereafter, go ahead, but.</p> <p>8 A. No. You know, as I've explained, 9 I'm not an attorney. I read one sentence, right, 10 that -- it's a compound sentence and that phrase 11 that you're referring to such consent will not be 12 unreasonably withheld is all part of that one 13 sentence. I am not capable of parsing it in a -- 14 you know, in a way that a lawyer would to 15 determine if that applies to the first part of the 16 sentence or the second part only. I read it as 17 one compound sentence after which that language is 18 a part of.</p> <p>19 So you know, I would read this 20 that, from a business perspective, my knowledge of 21 why this is included in an agreement is to protect 22 us from a merger of the type that Chubb and ACE 23 executed where FICO does not -- is not fairly 24 compensated for the potential use of its software</p>	<p>1 other client, I guess two clients who had engaged 2 in a merger apart from Chubb and FICO's reaction 3 to that. Were you aware of any other clients, 4 even if they're not your clients, of FICO that 5 were involved in mergers or acquisitions?</p> <p>6 A. I'm aware that in the course of 7 normal business these things occur and likely that 8 occurred for other FICO clients, but I'm not 9 knowledgeable of specific instances of that 10 occurring.</p> <p>11 Q. How would you go about determining 12 those client names at FICO if you were still at 13 FICO?</p> <p>14 A. So you know, our legal team 15 maintains the contracts associated with all of the 16 client agreements at FICO. There is a contract 17 library and so a search of that contract library 18 would be the most logical way that I could think 19 of to get to that information. I'm not aware of 20 any other tracking mechanism that FICO would 21 employ to keep track of that type of --</p> <p>22 Q. Who would be the persons most 23 knowledgeable at FICO about clients who have 24 engaged in mergers or acquisitions?</p>
Page 189	Page 191
<p>1 by the new organization and that dialogue needs to 2 happen between the firms around, one, are we 3 agreeing to the entity that they're going to 4 assign it to; and secondly, for the scope of use 5 of that product, is it consistent with the terms 6 under which we originally agreed and licensed the 7 product.</p> <p>8 Going much deeper than that I think 9 is out of my area of expertise, quite frankly. 10 And I know you feel like you're having a hard time 11 getting an answer from me. It's not because I'm 12 being evasive. It's because it's at the point 13 where I don't know how else to address your 14 question.</p> <p>15 Q. All right.</p> <p>16 MR. FLEMING: Let's take a 17 five-minute break.</p> <p>18 THE VIDEOGRAPHER: The time is 19 3:29. We're off the record.</p> <p>20 (Break taken.)</p> <p>21 THE VIDEOGRAPHER: The time is 22 3:45. We're back on the record.</p> <p>23 BY MR. FLEMING:</p> <p>24 Q. Mr. Sawyer, you talked about one</p>	<p>1 MR. HINDERAKER: Objection. Lack 2 of foundation.</p> <p>3 A. As I said, the legal team manages 4 the contracts associated with that, so you know, 5 the leadership of the contract team within the 6 legal department would be my best...</p> <p>7 Q. Who's that?</p> <p>8 A. As of the time that I left FICO, it 9 was Tom Carretta. I'm not sure if he still serves in that capacity.</p> <p>10 Q. Okay. You referenced the fact that 11 you made a call in early December 2015 in advance 12 of your January 8th e-mail to Elie. Could you say 13 with anymore certainty when you made that call?</p> <p>14 A. I cannot on a specific date, but 15 FICO traditionally shuts down for the week between 16 Christmas and New Year. So an educated guess 17 would be before I logged off for the holidays, so 18 sometime probably within the first three weeks of 19 December.</p> <p>20 Q. Would you have kept track of that 21 in any way. If you had stayed at FICO, would 22 there have been any way to check that?</p> <p>23 A. No. I did not routinely log my</p>
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<p>1 client phone calls in any database or anything 2 like that.</p> <p>3 Q. So there was -- we've talked about 4 this time lag between FICO finding out about the 5 prospective merger and reaching out to FICO. Why 6 didn't anybody at FICO, to your knowledge, reach 7 out sooner, just given -- we've gone through some 8 of these e-mails that, from FICO's perspective, 9 was also a revenue opportunity. So why was there 10 such a delay?</p> <p>11 MR. HINDERAKER: Objection.</p> <p>12 A. I would reflect the testimony 13 earlier when I answered that question.</p> <p>14 Q. So why was there such a delay?</p> <p>15 MR. HINDERAKER: Objection. Asks 16 for speculation. Outside of the scope of the 17 witness's knowledge.</p> <p>18 A. I testified --</p> <p>19 Q. From your perspective?</p> <p>20 A. As I testified earlier, it's my 21 understanding that from -- when organizations 22 enter into a merger transaction like this, those 23 firms have a process in place where they analyze 24 the contracts that -- vendor contracts of the two</p>	<p>1 I was on site in Warren several 2 times, I believe, meeting with other folks around 3 those other products. And as part of those 4 discussions, I got a sense of the time frame that 5 they were looking at for the completion of the 6 merger.</p> <p>7 Q. Do you have Exhibit 65 before you? 8 It was redacted covered.</p> <p>9 A. Yes, I do.</p> <p>10 Q. Turn to page 2.</p> <p>11 A. Okay.</p> <p>12 Q. I'm referencing the last sentence 13 of the first paragraph where it says, "The net 14 result is that Chubb currently has a perpetual 15 enterprise-wide license for the job and net 16 version of the platform for use in the territory 17 of the United States."</p> <p>18 You said that you had a discussion 19 with Russ Schreiber about that issue before 20 drafting the e-mail. And my question is when was 21 that discussion with Schreiber?</p> <p>22 MR. HINDERAKER: Asked and answered 23 multiple times. I object.</p> <p>24 A. So I don't know exactly when the</p>
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<p>1 organizations that are coming together and 2 proactively will engage with vendors to understand 3 the vendor's position on the merger. And so our 4 expectation from my understanding was we were 5 hoping that Chubb would come to the table with us.</p> <p>6 Once we started to get more clarity 7 around the date that the transaction might close, 8 in the spirit of our relationship, we proactively, 9 while not required to under the contract, 10 proactively reached out to Chubb to engage in 11 dialogue.</p> <p>12 Q. You said earlier that you reached 13 out when you learned --</p> <p>14 MR. HINDERAKER: I'm sorry. Go 15 ahead.</p> <p>16 Q. -- when you learned that the merger 17 was more imminent. How did you learn that?</p> <p>18 A. So I can't pinpoint the specific 19 conversation that I had right before that outreach 20 to Elie, but I was in continual conversation with 21 Henry Mirolyuz. As we pursued other deals and 22 opportunities, Chubb was evaluating using some of 23 FICO's other products and, as such, I was 24 continually having dialogue with Henry on that.</p>	<p>1 conversation happened with Russ. I can -- based 2 on the timeline here in this exhibit, you know, 3 it's clear to me that we came back from holiday 4 over the break. We still had not heard from Elie. 5 It's likely that I had a conversation with Russ 6 around this time about what's the next course of 7 action we should do, given Elie has not responded 8 to my original outreach, which was the -- you 9 know, the genesis of writing that e-mail on the 10 8th. And so I don't recall everything that was 11 discussed during that time, but I would imagine 12 that that's when I discussed it with Russ.</p> <p>13 Q. Do you recall that conversation 14 with Schreiber, what was said?</p> <p>15 A. No, I do not.</p> <p>16 Q. Okay. Do you recall anything about 17 it?</p> <p>18 A. I worked with Russ for nine years. 19 I had daily dialogue with him multiple times per 20 day. It's difficult for me to remember every 21 conversation that I had with him, especially when 22 you're going back two plus years now. So no, I 23 don't. You know, it's -- it's a logical 24 conclusion that I would have discussed it with him</p>
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<p>1 just based on the close nature of our working 2 relationship, but I can't recall that I called him 3 at 9:00 a.m. on a specific date or anything like 4 that.</p>	<p>1 discovered what I believe to be a discrepancy 2 between the way that, you know, Chubb had 3 interpreted their license and the way that FICO 4 had been operating prior to that. At which point, 5 you know, my reading of the contract suggests that 6 the license was restricted by the territory 7 definition in the master license agreement, which 8 restricted to use in the United States or to the 9 United States territory.</p>
<p>5 Q. Okay. Can you turn to Exhibit 69?</p>	<p>5 Q. Okay. Do you have Exhibit 47 before you?</p>
<p>6 A. 69. Yes.</p>	<p>6 A. 47. Oh, here it is. Yes.</p>
<p>7 Q. The March 30th, 2016, attachment, 8 page 2.</p>	<p>7 Q. On the e-mail at the bottom of the 8 page, you state in an e-mail to Richard Hill, do 9 you not, quote, "They do have a global ELA for Blaze," unquote?</p>
<p>9 A. Okay.</p>	<p>9 A. Yes, I see that.</p>
<p>10 Q. At the end of the first paragraph, 11 Mr. Carretta says, quote, "Further, FICO had 12 notified its Chubb client contact prior to the 13 merger that consent was required," end quote. Do 14 you know what he's referencing?</p>	<p>10 Q. All right. Did you ever inquire of 11 anybody at Chubb what corporate entity was using 12 Blaze?</p>
<p>13 MR. HINDERAKER: Objection. Asking 14 for Mr. Carretta's intention.</p>	<p>13 A. Not that I'm aware of, no.</p>
<p>15 A. I do not. I can only speak to the 16 communications that I had with Chubb prior to the 17 merger and that communication was with Elie in 18 which I advised him that based on what we knew 19 about the potential merger, that 10.8 could apply. 20 You know, as I recall the events, given the merger 21 hadn't been completed at the time that I spoke to 22 Elie, you know, I would not have been definitive,</p>	<p>15 Q. Do you know anybody at FICO who did 16 that?</p> <p>16 A. No. I am not aware of that</p>
<p>Page 197</p>	<p>Page 199</p>
<p>1 right, in stating that it will apply, and so when 2 I read Tom's note, that last sentence in the first 3 paragraph, I do not believe that I would have been 4 the person that would have communicated that it is 5 required. I would have communicated that it is 6 possible that it will be required based on what we 7 know about the planned merger, so.</p>	<p>1 transpiring.</p> <p>2 Q. Okay. Finally on Exhibit 82, we're 3 looking at the criteria for sizing Blaze Advisor 4 applications. Why isn't the gross written 5 premiums one of the criteria?</p>
<p>8 Q. Can you turn to Exhibit 83. I'm 9 referencing the e-mail from Bill Waid to Tamra 10 Pawloski dated March 23rd, 2016. Do you see the 11 third paragraph where it states, quote, "Given 12 this fact, I see no other outcome than Chubb 13 extending Blaze Advisor to a global license," 14 unquote?</p>	<p>6 MR. HINDERAKER: Objection. Lack 7 of foundation.</p>
<p>15 A. Yes, I do see that.</p>	<p>8 A. I don't know. You would have to 9 ask Bill Waid who generated the exhibit.</p>
<p>16 Q. Now, it was your opinion that they 17 already had a global license, right?</p>	<p>10 Q. Okay. Would it be your testimony 11 that those are the -- when it says -- in the 12 second paragraph where it says, "Absent these 13 parameters, we can derive them from book of 14 business or other key business metrics," is it 15 your testimony that that includes gross written 16 premiums?</p>
<p>17 MR. HINDERAKER: Objection.</p>	<p>17 A. So there is -- in what Bill has 18 shared here, right, with me, is a spreadsheet that 19 includes parameters. FICO also used a pricing 20 engine that is integrated with Salesforce. And as 21 part of that, there are drop-down fields that the 22 salesperson is responsible for completing. And, 23 you know, upon my departure from FICO, that was in 24 place, and gross written premium was one of the</p>
<p>Page 198</p>	<p>Page 200</p>

Chris Ivey - 3/14/2019

Fair Isaac Corporation vs. Federal Insurance Company, et al.

1 UNITED STATES DISTRICT COURT
2 DISTRICT OF MINNESOTA

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3 FAIR ISAAC CORPORATION,

4 Plaintiff,

5 v. Court File No. 16-cv-1054 (WMW/DTS)

6

7 FEDERAL INSURANCE COMPANY,
8 an Indiana corporation, and ACE
9 AMERICAN INSURANCE COMPANY,
a Pennsylvania corporation,

10 Defendants.
11-----
12

13 VIDEO DEPOSITION OF

14 CHRIS IVEY

15 MARCH 14, 2019

16 8:41 A.M.

17

18

19

20

21

22

23

24

25

EXHIBIT

11

Fair Isaac Corporation vs. Federal Insurance Company, et al.

1 THE VIDEOGRAPHER: We're now on the video
 2 record. This is the deposition of Mr. Chris Ivey
 3 in the matter of Fair Isaac Corporation versus
 4 Federal Insurance Company, et al., Case No.
 5 16-cv-1054. This video deposition is being
 6 recorded on March 14, 2019, in Minneapolis,
 7 Minnesota. The court reporter is Jodi
 8 Weisenburger representing Depo International. My
 9 name is Kurt Glenn representing Depo
 10 International. The time now is 8:41 a.m.

11 Will counsel please identify themselves
 12 for the record beginning with the noticing
 13 attorney?

14 MS. JANUS: Leah Janus, Fredrikson & Byron
 15 for defendants.

16 MS. KLIEBENSTEIN: Heather Kliebenstein of
 17 Merchant & Gould for the plaintiffs, and Emily
 18 Perhach for the plaintiffs.

19 CHRIS IVEY:
 20 called as a witness, after having been first duly
 21 sworn, was examined and testified as follows:

EXAMINATION

23 BY MS. JANUS:

24 Q. Good morning.

25 A. Good morning.

Page 6

1 A. Okay.
 2 Q. What is your current employment?
 3 A. I'm employed by FICO.
 4 Q. What is your position?
 5 A. Vice president of -- I run product support.
 6 Q. Vice president of product support?
 7 A. Correct.
 8 Q. Where are you based?
 9 A. Fairfax, Virginia.
 10 Q. How long have you been vice president of product
 11 support?
 12 A. About five years now.
 13 Q. So from 2014?
 14 A. Yeah, I think it was around 2014.
 15 Q. Prior to being vice president of product support,
 16 what was your employment?
 17 A. I was -- various roles, but all within the
 18 Professional Services Group at FICO from about
 19 2003 when I joined the company to 2014.
 20 Q. You said various roles within the Product Services
 21 Department?
 22 A. Within the Professional Services Group, yeah.
 23 Q. Can you describe what roles you held from 2003 to
 24 2014?
 25 A. Sure. So I started out in the Blaze Advisor

Page 8

1 Q. Please state your name for the record.
 2 A. Chris Ivey.
 3 Q. And Mr. Ivey, you've had your deposition taken
 4 before?
 5 A. I have.
 6 Q. Okay. And so you're generally familiar with the
 7 rules for the deposition; is that fair?
 8 A. Generally, yep.
 9 Q. Okay. Just so that we're on the same page, I'll
 10 ask you questions, you're here to provide answers.
 11 You're under oath. Do you understand that?
 12 A. I do, yep.

13 Q. So your testimony here is provided as if you're in
 14 a court of law for a judge and a jury. Do you
 15 understand that?

16 A. I do.

17 Q. I'll try to wait until you're finished speaking
 18 before I speak, and I'd ask that you do the same
 19 so that we're not both speaking at the same time.
 20 Is that okay?

21 A. That's -- yep, makes sense.

22 Q. Okay. And then if you don't understand a question
 23 that I ask, please ask me to rephrase it or tell
 24 me that you don't understand it, otherwise I'll
 25 assume that you have understood it. Okay?

Page 7

1 Professional Services Group implementing Blaze
 2 Advisor. My role at that time probably -- my
 3 title would have been consultant, something like
 4 that.
 5 I then progressed through those years
 6 into a senior consultant doing something similar,
 7 and I think around 2000 -- 2006 perhaps I moved
 8 into sort of an operations role within the
 9 Professional Services Group, and then I progressed
 10 to take over some of the product implementation
 11 groups within Professional Services throughout
 12 that time. So I would have progressed through
 13 being a director and a senior director.
 14 Q. You said you progressed to take over what?
 15 A. Sorry. So I progressed -- I -- so I was in the
 16 Blaze Advisor group implementing Blaze Advisor,
 17 and then ultimately took over that group, kind
 18 of -- I became the head of that group --
 19 Q. Okay.
 20 A. -- and then progressed to take over other product
 21 and solution groups in addition to that.
 22 Q. So did you remain the head of the Blaze Advisor
 23 group as well?
 24 A. I did.
 25 Q. Okay. And this is all within the Professional

Page 9

Fair Isaac Corporation vs. Federal Insurance Company, et al.

1 Services Group?	1 Q. And so we ended with you being vice president of
2 A. Correct.	2 product support?
3 Q. Okay. What is the Professional Services Group?	3 A. Correct.
4 A. The Professional Services Group is the group	4 Q. Okay.
5 within the company that implements the solutions	5 A. Yep, that's where I am now.
6 for customers.	6 Q. And that's been since 2014?
7 Q. So it's the group within FICO that --	7 A. Yes.
8 A. Correct.	8 Q. Throughout your time at FICO, you've worked on
9 Q. -- implements solutions?	9 issues relating to professional services for Blaze
10 A. That implements solutions, correct, that assist	10 Advisor. Is that a fair statement?
11 customers in implementing solutions, our -- FICO's	11 A. Sorry, say that one more time.
12 solutions.	12 Q. Well, is Blaze Advisor -- your work with Blaze
13 Q. So if we are talking specifically about Blaze	13 Advisor a constant throughout your time at FICO?
14 Advisor for the moment, for someone who's not in	14 A. It was -- it was up until I moved in -- well, even
15 your industry, can you describe for me what you	15 when I moved into product support, I now own the
16 mean by a group that assists the customer with	16 product support for Blaze Advisor in addition to
17 implementing FICO solution? So with respect to	17 other things. So Blaze Advisor was, yes, kind of
18 Blaze Advisor, what do you mean if you were going	18 a constant in underlying what I was doing
19 to describe it to someone who isn't in your	19 throughout my work areas.
20 industry?	20 Q. Okay. What is -- is there a difference between
21 A. So the way I would describe the way the company is	21 the Professional Services Group and product
22 set up is that we have a development group that	22 support?
23 develops products. We then have a -- so we go and	23 A. There is.
24 we have a sales group that goes and sells those	24 Q. Okay.
25 products to the customers, and then the customers	25 A. So I guess continuing my earlier discussion about
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1 need to implement those products within their own	1 what product development does, what sales does,
2 systems or infrastructure -- right? -- and to	2 and then professional services helps to implement
3 configure them for their use. That's where the	3 once the -- you know, a customer has purchased the
4 Professional Services Group comes in, and they	4 product or software; and typically after it's been
5 would assist customers with, you know, learning	5 implemented, they will be turned over to product
6 the software and implementing it.	6 support for ongoing kind of support and
7 Q. So for Blaze Advisor, the Professional Services	7 maintenance assistance.
8 Group would assist with the implementation of	8 Q. When did you -- was it 2014 that you transitioned
9 Blaze Advisor at a customer or a client?	9 to product support?
10 A. Correct.	10 A. Correct. Yes.
11 Q. Okay.	11 Q. So up until that time it had been professional
12 A. Yep.	12 services?
13 Q. Blaze Advisor I take it is not a product that a	13 A. Yep.
14 customer could purchase and use, quote/unquote,	14 Q. And if -- what is the difference --
15 out of the box; is that correct?	15 I understand the description you gave me
16 A. That's correct.	16 about, you know, there's professional service
17 Q. It needs to be integrated with the customer's	17 implementing and then product support after
18 preexisting systems, correct?	18 implementation.
19 A. Correct.	19 A. Right.
20 Q. And is that process of integration something that	20 Q. What is the difference in terms of the amount or
21 the Professional Services Group handles at FICO?	21 the type of work that's being performed between
22 A. Yes.	22 professional services and product support?
23 Q. Okay. Did we finish going through your work	23 A. Generally I would say -- I mean, it's very
24 experience at FICO?	24 different. Professional services is assisting a
25 A. Yes.	25 customer to implement the software and all the
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<p>1 things associated with that.</p> <p>2 Product support is really there for if</p> <p>3 there's a problem with the software that's</p> <p>4 running. So they're not going to offer assistance</p> <p>5 or provide best practices or anything like that.</p> <p>6 They're simply there to -- if the system were to,</p> <p>7 say, go down for some reason or it doesn't run,</p> <p>8 they would call us and say, hey, it's not running,</p> <p>9 can we have some help getting it back up and</p> <p>10 running. It's sort of that break, fix type of --</p> <p>11 if that makes sense.</p> <p>12 Q. Prior to 2003, what was your employment?</p> <p>13 A. I worked at a company called Seurat, S-E-U-R-A-T,</p> <p>14 which was a CRM company.</p> <p>15 Q. How long did you work there?</p> <p>16 A. Three years.</p> <p>17 Q. Prior to that?</p> <p>18 A. I worked for the three years before that at</p> <p>19 American Management Systems also based out of</p> <p>20 Fairfax, Virginia.</p> <p>21 Q. Okay. Prior to that?</p> <p>22 A. Prior to that I was in college.</p> <p>23 Q. Okay. And where did you go to college?</p> <p>24 A. James Madison University.</p> <p>25 Q. What degree did you receive?</p>	<p>1 Q. Okay. And as a part of that, did you go work at</p> <p>2 those customers' sites in-house to assist with</p> <p>3 implementation?</p> <p>4 A. I did.</p> <p>5 Q. Okay. When you first became involved with the</p> <p>6 Chubb account, what was occurring with that</p> <p>7 account?</p> <p>8 A. I'll say I don't recollect a lot at that time.</p> <p>9 It's quite a while ago. I would have been working</p> <p>10 with the Statements of Work that we would have</p> <p>11 been doing with Chubb, and I was working with Mike</p> <p>12 Sawyer on that sort of relationship and the</p> <p>13 Statements of Work.</p> <p>14 Q. And what is a Statement of Work?</p> <p>15 A. A Statement of Work is a contract with -- usually</p> <p>16 with the Professional Services Group and a</p> <p>17 customer defining what the Professional Services</p> <p>18 Group will do for that customer.</p> <p>19 Q. And so in Chubb's case, Chubb and FICO entered</p> <p>20 into Statements of Work?</p> <p>21 A. Yes.</p> <p>22 Q. Okay. And those related to the license to use</p> <p>23 Blaze?</p> <p>24 A. Correct. Yes.</p> <p>25 Q. Okay. And your recollection is that you became</p>
<p>1 A. A bachelor of business administration.</p> <p>2 Q. Any other schooling since then?</p> <p>3 A. I did -- I went to Virginia Tech for a master's in</p> <p>4 business administration.</p> <p>5 Q. Did you do that while you were working?</p> <p>6 A. I did.</p> <p>7 Q. Anything else?</p> <p>8 A. No, that's it.</p> <p>9 Q. When did you first become involved with the Chubb</p> <p>10 account at FICO?</p> <p>11 A. It would have been when we started the</p> <p>12 relationship, so in the -- I believe it was in the</p> <p>13 2006 time frame which was around that time when I</p> <p>14 was moving into an operations type role.</p> <p>15 Q. And that is something you mentioned. What do you</p> <p>16 mean you were moving into an operations type role?</p> <p>17 A. So rather than implementing the software myself, I</p> <p>18 was assisting with kind of the operations of the</p> <p>19 Blaze group, meaning revenue and pipeline and</p> <p>20 things like that.</p> <p>21 Q. More of a management role?</p> <p>22 A. More of a management role.</p> <p>23 Q. You had previous to 2006 worked directly with FICO</p> <p>24 customers on implementing Blaze?</p> <p>25 A. Yes.</p>	<p>1 involved in that sort of when it was starting in</p> <p>2 2006?</p> <p>3 A. I believe so.</p> <p>4 Q. Okay.</p> <p>5 A. Not 100 percent sure, but yeah, that would have</p> <p>6 been around the time that I was helping. I do</p> <p>7 recall working with Mike Sawyer on some of the</p> <p>8 Statements of Work.</p> <p>9 Q. Okay. Any other involvement that you recall with</p> <p>10 the Chubb account?</p> <p>11 A. No direct involvement that I can recall. I</p> <p>12 wouldn't have been implementing -- you know,</p> <p>13 helping to deliver any of the services or</p> <p>14 anything.</p> <p>15 Q. Okay. Did you attend meetings with Chubb?</p> <p>16 A. None that I specifically recall. Likely if we</p> <p>17 were generating SOWs at that time, I would have</p> <p>18 been on a call to help define the scope of it.</p> <p>19 Q. You said generating what?</p> <p>20 A. The Statements of Work.</p> <p>21 Q. Okay. You call it a SOW?</p> <p>22 A. SOW, yeah.</p> <p>23 Q. Okay. S-O-W?</p> <p>24 A. S-O-W, yep.</p> <p>25 Q. Okay. So you may have been on calls, but you</p>

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<p>1 don't recall?</p> <p>2 A. That's right.</p> <p>3 Q. Okay. Were you involved with the Chubb account</p> <p>4 then from 2006 on?</p> <p>5 A. In that they were a part of my group's -- I think</p> <p>6 we had a number of Statements of Work that were</p> <p>7 delivered throughout a period of years, so I was</p> <p>8 probably involved in some way in those Statements</p> <p>9 of Work; and then as I took over the Blaze Advisor</p> <p>10 group, I would have been involved just in the --</p> <p>11 they were within the confine -- you know, the</p> <p>12 context of the group I was running.</p> <p>13 Q. And are you aware that your area of knowledge as</p> <p>14 it relates to this case has been described as --</p> <p>15 by -- has been described by FICO as knowledge of</p> <p>16 professional services provided by FICO?</p> <p>17 A. Yes.</p> <p>18 Q. Is that an area of your knowledge?</p> <p>19 A. That is an area of knowledge, yes.</p> <p>20 Q. And Statements of Work with Chubb & Son?</p> <p>21 A. Correct.</p> <p>22 Q. Okay.</p> <p>23 (Exhibit No. 338 was marked for identification.)</p> <p>24 BY MS. JANUS:</p> <p>25 Q. Showing you what's been marked as Exhibit 338 --</p>	<p>1 the time that I was assisting with Statements of</p> <p>2 Work, but I don't recall this one in particular.</p> <p>3 Q. Do you know whether this is the first or one of</p> <p>4 the first Statements of Work between Chubb and</p> <p>5 FICO?</p> <p>6 A. I don't know.</p> <p>7 Q. Looking at the date of June 2006, does that</p> <p>8 indicate to you that it was around the time</p> <p>9 that --</p> <p>10 A. Yeah, so far -- yeah, I think our relationship was</p> <p>11 beginning around that time, so that would have</p> <p>12 been -- yeah.</p> <p>13 And looking at some of the services here,</p> <p>14 it looks like these would have been services we</p> <p>15 would typically provide at the beginning of an</p> <p>16 engagement.</p> <p>17 Q. So I would like to talk about the services that</p> <p>18 are being described. If you take a look at number</p> <p>19 1, Description of Services, is that generally</p> <p>20 where whatever the professional services are that</p> <p>21 are being contracted for would be described?</p> <p>22 A. Yes.</p> <p>23 Q. And let's go through what services are being</p> <p>24 contemplated in this Statement of Work. So in the</p> <p>25 second full paragraph under number 1 it states,</p>
<p>1 A. All right.</p> <p>2 Q. -- have you seen this document before?</p> <p>3 A. I'm aware of the document. I have -- but -- I've</p> <p>4 seen it in general, but I haven't read through it.</p> <p>5 Q. This is the Master Services Agreement between</p> <p>6 Chubb and FICO, correct?</p> <p>7 A. Yes, it does look like that.</p> <p>8 Q. Do you know what the significance of this</p> <p>9 agreement is as it relates to the work that you</p> <p>10 do?</p> <p>11 A. I was not typically involved in the MSA or the</p> <p>12 Master Services Agreement preparation, but I -- it</p> <p>13 generally would be the umbrella over which the</p> <p>14 Statements of Work would exist.</p> <p>15 Q. Okay.</p> <p>16 (Exhibit No. 339 was marked for identification.)</p> <p>17 BY MS. JANUS:</p> <p>18 Q. I'm showing you what's been marked as Exhibit 339.</p> <p>19 Are you familiar with this document?</p> <p>20 A. Familiar in that it looks to be a Statement of</p> <p>21 Work between Chubb and FICO, Chubb & Son and FICO.</p> <p>22 Q. Okay. Do you recall having any involvement in</p> <p>23 creating this Statement of Work?</p> <p>24 A. I don't have any recollection of creating this</p> <p>25 Statement of Work, but it would have been around</p>	<p>1 "Fair Isaac will collaborate with key Client</p> <p>2 stakeholders to conduct a Blaze Advisor</p> <p>3 pre-project analysis." What is that?</p> <p>4 A. A lot of times we would go into -- a client would</p> <p>5 purchase our software but not really understand</p> <p>6 the scope of how long it was going to take to</p> <p>7 implement it or what -- different -- a lot of</p> <p>8 different ways to implement it, so a lot of times</p> <p>9 instead of signing up for a large implementation</p> <p>10 right off the bat, they would say, all right,</p> <p>11 let's come in and kind of figure out the size of</p> <p>12 the bread box, if that makes sense.</p> <p>13 Q. What's going to be involved in implementing the</p> <p>14 software?</p> <p>15 A. Right, and doing kind of -- yeah. Yes.</p> <p>16 Q. Please. And what?</p> <p>17 A. Just doing an analysis, right, of what the</p> <p>18 implementation would look like.</p> <p>19 Q. Okay. And then it goes on, "to perform discovery</p> <p>20 and analysis activities for the Pending Renewal</p> <p>21 Creation and Classification solution."</p> <p>22 A. Okay.</p> <p>23 Q. What does that mean?</p> <p>24 A. I would think that that is the name of the project</p> <p>25 that Chubb & Son had picked for their -- the</p>

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<p>1 solution they were implementing.</p> <p>2 Q. And do you know what solution that was at this 3 time?</p> <p>4 A. I do not.</p> <p>5 Q. It says "Activities associated with this" -- 6 "associated to this analysis directly support the 7 implementation phases; define, design, develop, 8 and deploy." What does that mean?</p> <p>9 A. So Fair Isaac would usually implement in sort of a 10 four phase approach of, you know, define the 11 solution and design it out, develop it out and 12 then deploy it. So I think this is saying that 13 the activities here would lead into those kind of 14 implementation phases.</p> <p>15 Q. So those are all phases of implementation?</p> <p>16 A. Correct.</p> <p>17 Q. Okay. "During this analysis, Fair Isaac will 18 collaborate with the Client's team in the 19 performance of the following." In what ways, 20 generally speaking, and with respect to Blaze, 21 would there be collaboration with the client's 22 team?</p> <p>23 A. Usually in the -- there would be meetings with the 24 team, so workshops, sit around and -- obviously we 25 need to learn the business and learn what the</p>	<p>1 Q. Any rules that would ultimately be used by Blaze 2 would be developed by Chubb ultimately, correct?</p> <p>3 A. Not necessarily, but -- the business knowledge 4 would come from Chubb, but the development of the 5 rules may be a blend of the rules that would have 6 come from Chubb as well as sort of domain 7 knowledge that we would have brought with the 8 implementation.</p> <p>9 So we would typically go in and talk 10 through -- they may have said, we want to do 11 something this way with the rule, but we say, you 12 know, there are other ways to do it given -- you 13 know, in ways to optimize the software and things 14 like that. So sort of a blended approach.</p> <p>15 Q. Okay.</p> <p>16 A. Yep.</p> <p>17 Q. So the business knowledge comes from Chubb, 18 correct?</p> <p>19 A. Chubb's knowledge of their vision and what they 20 want to do, yep, that's right.</p> <p>21 Q. And then that informs what rules will ultimately 22 be implemented in Blaze?</p> <p>23 A. Yes.</p> <p>24 Q. And the actual implementation is a blend of FICO 25 and Chubb working together?</p>
<p>Page 22</p> <p>1 implementation would look like.</p> <p>2 Q. "The depth and breadth of coverage on each of the 3 following are dependent upon budgeted hours." So 4 it will depend upon how many hours of FICO's time 5 Chubb is purchasing; is that fair?</p> <p>6 A. That seems like it, yep.</p> <p>7 Q. Okay. And then if we go to a), it says, "Discuss 8 and document the Client's vision for using a 9 Business Rules application to support the 10 solution." What is this describing?</p> <p>11 A. So they had purchased a business rules software, 12 so I think it's -- it's stating that it's trying 13 to discuss what their vision was in purchasing 14 that software.</p> <p>15 Q. So how they wanted to use it?</p> <p>16 A. Correct. Yes.</p> <p>17 Q. How Chubb wanted to use it?</p> <p>18 A. Yes.</p> <p>19 Q. Okay. And the business rules software is Blaze, 20 right?</p> <p>21 A. Yes.</p> <p>22 Q. Okay. And Blaze does not -- when Chubb purchased 23 Blaze, Blaze did not come with a set of rules that 24 Chubb could use in its business, correct?</p> <p>25 A. Correct.</p>	<p>Page 24</p> <p>1 A. Yes.</p> <p>2 Q. This subpart a) under number 1 in Exhibit 339 is 3 the initial discussion between the companies about 4 what Chubb wants to accomplish, right?</p> <p>5 A. Correct.</p> <p>6 Q. Okay. Subpart b), "Identify key client roles and 7 resources that will be necessary to support the 8 development of the Solution." Seems relatively 9 self-explanatory, but I'm not in your industry. 10 Can you explain what that means?</p> <p>11 A. I think it's just identifying the parties on both 12 sides that will be -- I guess it says client 13 roles, so identifying the key client, Chubb & 14 Son's SMEs, the subject-matter experts.</p> <p>15 Q. So what does that mean, subject-matter experts?</p> <p>16 A. The people familiar with the Chubb & Son business.</p> <p>17 Q. So FICO is not in the insurance industry, correct, 18 with respect to Blaze? I mean --</p> <p>19 A. We don't sell insurance if that's --</p> <p>20 Q. Right.</p> <p>21 A. -- what you're asking.</p> <p>22 Q. Yep, that was what I was asking.</p> <p>23 A. Yep.</p> <p>24 Q. And Blaze is not a product that is specific in 25 some way to the insurance industry, correct?</p>

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<p>1 A. Correct.</p> <p>2 Q. Blaze doesn't come, quote/unquote, out of the box</p> <p>3 with any rules that relate to the insurance</p> <p>4 industry, correct?</p> <p>5 A. Correct.</p> <p>6 Q. And when I say "out of the box," what does that</p> <p>7 mean to you?</p> <p>8 A. In the fashion in which it's delivered from FICO</p> <p>9 initially.</p> <p>10 Q. As it's purchased?</p> <p>11 A. As it's purchased, yeah.</p> <p>12 Q. Okay. Subpart c) is, "Review existing documented</p> <p>13 process, workflows, and business rules associated</p> <p>14 with the Solution." What does that mean?</p> <p>15 A. So that's where we would have been working with</p> <p>16 the Chubb & Son SMEs to review material that they</p> <p>17 had relevant to the implementation of the</p> <p>18 software.</p> <p>19 Q. And these are the processes, workflows and rules</p> <p>20 that Chubb has pre-Blaze implementation, correct?</p> <p>21 A. I believe so. It doesn't say that, but it's</p> <p>22 existing, so yeah.</p> <p>23 Q. Okay. And is one of the purposes of subpart c) to</p> <p>24 figure out or talk about how Blaze will ultimately</p> <p>25 be integrated into the existing processes,</p>	<p>1 the architecture of the system or anything, so I</p> <p>2 don't know if it was one component or if it was --</p> <p>3 I don't know the architecture of the system.</p> <p>4 Sorry.</p> <p>5 Q. Okay. Well, generally that would be a typical</p> <p>6 solution, would be that if a client has an</p> <p>7 existing software application, the implementation</p> <p>8 would involve Blaze Advisor becoming a component</p> <p>9 of that application.</p> <p>10 MS. KLIEBENSTEIN: Objection, foundation.</p> <p>11 THE WITNESS: It would be -- Blaze Advisor</p> <p>12 would be integrated into their systems as the</p> <p>13 business rules management system, if that's what</p> <p>14 you're asking.</p> <p>15 BY MS. JANUS:</p> <p>16 Q. Okay. Subpart e) is, "Identify and document types</p> <p>17 and categories of any new rules services that will</p> <p>18 need to be part of the Solution." What is being</p> <p>19 described there?</p> <p>20 A. So based on, you know, their vision of what they</p> <p>21 want the business to look like -- sorry, Chubb &</p> <p>22 Son's vision of what they want the business to</p> <p>23 look like going forward, this is likely where</p> <p>24 our -- where Fair Isaac professional services</p> <p>25 starts to help with what new rules services should</p>
<p>1 workflows and business rules associated with the</p> <p>2 solution?</p> <p>3 A. I think so. Typically, yeah.</p> <p>4 Q. Subpart d), "Review and catalogue existing</p> <p>5 business rules for Blaze Advisor conversion" --</p> <p>6 no, I'm sorry.</p> <p>7 A. "Conversion."</p> <p>8 Q. Yep, thank you. "Review and catalogue existing</p> <p>9 business rules for Blaze Advisor conversion from</p> <p>10 Client's current rules services within Client's</p> <p>11 existing software applications." What does d)</p> <p>12 mean?</p> <p>13 A. So we would -- I don't know that I can interpret a</p> <p>14 lot more than what it says. I mean, review and</p> <p>15 catalogue the existing rules for -- from the</p> <p>16 client -- from Chubb & Son's systems.</p> <p>17 Q. What does Blaze Advisor conversion refer to?</p> <p>18 A. So that would mean that we are -- again, in the</p> <p>19 context of implementing Blaze Advisor, we're going</p> <p>20 to take the existing knowledge and then convert it</p> <p>21 to Blaze Advisor.</p> <p>22 Q. So Blaze Advisor -- the intent will be that Blaze</p> <p>23 Advisor becomes one component of the client's</p> <p>24 software application, correct?</p> <p>25 A. I don't know specifically because I don't recall</p>	<p>1 we be looking at in terms of the insurance space,</p> <p>2 and so it's -- you can see it going through the,</p> <p>3 you know, let's catalogue what we've got, let's</p> <p>4 talk about what we're going to need to have, and</p> <p>5 that's kind of the path here.</p> <p>6 Q. What are rules services? And I ask that, for just</p> <p>7 a description of it, for someone who really isn't</p> <p>8 in your industry and isn't familiar with what you</p> <p>9 do.</p> <p>10 A. Okay. So a rules service would be a technology --</p> <p>11 I'm trying to think -- it would be a deployed</p> <p>12 program in which we would take in data, make</p> <p>13 decisions on that data and then pass some</p> <p>14 resulting decision out.</p> <p>15 Q. And so this subpart e) is talking about</p> <p>16 identifying types and categories of any new rules</p> <p>17 services that will need to be part of the</p> <p>18 solution. So essentially -- I guess, how would</p> <p>19 that be done? What is the process of identifying</p> <p>20 new -- identifying types and categories of new</p> <p>21 rules services?</p> <p>22 A. There would have been a discussion, again, the</p> <p>23 workshop type of discussion about how, you know,</p> <p>24 we want to make decisions now around this area or</p> <p>25 that area or something like that, and okay, well,</p>

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<p>1 A. Correct.</p> <p>2 Q. They were created from Chubb's business 3 information and Chubb's business needs, correct?</p> <p>4 A. Correct.</p> <p>5 (Exhibit No. 342 was marked for identification.)</p> <p>6 BY MS. JANUS:</p> <p>7 Q. Showing you what's been marked as Deposition 8 Exhibit 342, this is a -- this is the Software 9 License and Maintenance Agreement which is 10 actually dated after the Statement of Work we just 11 looked at as Exhibit 339, correct?</p> <p>12 A. Correct.</p> <p>13 Q. And are you generally familiar with this document?</p> <p>14 A. I wouldn't have been at the time. Now I am -- I'm 15 somewhat familiar with it, yes, from -- since I'm 16 in product support, I'm familiar with the -- more 17 of the maintenance type of aspects of it.</p> <p>18 Q. What do you mean maintenance type of aspects of 19 it?</p> <p>20 A. Just as it relates to that we provide support. 21 And I'm actually not sure. This one is so long 22 ago. I don't know that it -- 23 So actually, this looks different I 24 believe than it is -- I am -- so I'm not really 25 familiar with this document now.</p>	<p>1 Q. -- the document? Were you involved in negotiating 2 or --</p> <p>3 A. Again, maybe around the time I may have been. I 4 don't recall specifically.</p> <p>5 Q. Under Section 1, Description of Services, Section 6 1.1, Project Background, appears to set forth a 7 description of the services that will be provided 8 under this Statement of Work, correct?</p> <p>9 A. Correct.</p> <p>10 Q. Can you take the time you need to review it and 11 then --</p> <p>12 A. Okay. Yep.</p> <p>13 Q. -- I'd like to ask you generally about what types 14 of services would be provided.</p> <p>15 A. Okay. I can speak generally to it.</p> <p>16 Q. Okay. What services were being contemplated in 17 this Statement of Work?</p> <p>18 A. So it looks like this is a -- this would have been 19 a full -- full project type of Statement of Work 20 to help really -- like we've talked about all the 21 way from beginning to end, sort of help define 22 what the project was going to look like, design 23 it, do the architecture, implement it, develop it 24 and then deploy it.</p> <p>25 Q. And this is for the project -- it's called Chubb</p>
<p>Page 50</p> <p>1 Q. Were you involved at all with negotiating the 2 agreement?</p> <p>3 A. I was not.</p> <p>4 Q. Are you aware of what the scope is of the license 5 Chubb purchased for Blaze?</p> <p>6 A. I'm not.</p> <p>7 Q. And I'd ask that question in addition with respect 8 to the two amendments to the license agreement 9 marked as Exhibit 342. Are you aware of those 10 documents? They're not attached to Exhibit 342, 11 but --</p> <p>12 A. So which ones are they? Sorry.</p> <p>13 Q. They're Amendment 1 and 2 to the license 14 agreement. Are you familiar with those?</p> <p>15 A. No.</p> <p>16 (Exhibit No. 343 was marked for identification.)</p> <p>17 BY MS. JANUS:</p> <p>18 Q. Showing you what's been marked as 343, this is a 19 Statement of Work dated August 11, 2006 between 20 Chubb and FICO, correct?</p> <p>21 A. Correct.</p> <p>22 Q. And are you familiar with this document?</p> <p>23 A. Not -- I'm not familiar with it, no.</p> <p>24 Q. Were you involved in --</p> <p>25 A. I mean --</p>	<p>Page 52</p> <p>1 Turbo Batch Renewal project?</p> <p>2 A. Correct.</p> <p>3 Q. Are you familiar with that project?</p> <p>4 A. I am not, or I don't recall it.</p> <p>5 Q. There's a description of it in 1.1, Project 6 Background, right?</p> <p>7 A. There is.</p> <p>8 Q. It states, "The application supports Chubb 9 underwriters and their assistants at Chubb's 10 renewal centers by classifying specialty lines 11 policies during Chubb's batch policy renewal 12 process," correct?</p> <p>13 A. Correct.</p> <p>14 Q. "Generally described, the Application is a batch 15 process that assesses specialty lines insurance 16 policies with pending renewals and categorizes 17 them for treatment," correct?</p> <p>18 A. Correct.</p> <p>19 Q. And then it says, "The Application will be 20 modified to use a rules service to perform the 21 assignment of categories," correct?</p> <p>22 A. Correct.</p> <p>23 Q. So that's -- that last sentence refers to a 24 modification to the existing application to 25 incorporate Blaze, correct?</p>

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<p>1 A. Yeah. Correct, that's what's written. I think in 2 this -- it usually would mean that -- a lot of 3 times we'd have customers that have an application 4 that's kind of hard coded so it would be difficult 5 to change and manage and all of that, so you're 6 bringing in a business rules management solution 7 to make it easier to change rules and to do all 8 these other things. 9 So usually -- I think when we're saying 10 modified, may be -- it might not be that their 11 application is being modified. It might be that 12 they're taking that application and putting it 13 into a rule service in order to do all the things 14 given what else is in here. I'm speculating, 15 but --</p> <p>16 Q. So you don't know if that's what happened in this 17 case?</p> <p>18 A. I don't know.</p> <p>19 Q. Okay. In that situation, the rules would already 20 exist, in a sense, in the preexisting application, 21 correct?</p> <p>22 A. Yep, the business logic would be in there.</p> <p>23 Q. Okay. And so it's just a matter of converting 24 that business logic into the rules that would be 25 used in Blaze?</p>	<p>1 MS. KLIBENSTEIN: Are you okay? Do you want 2 to take a break? We've been going for about an 3 hour and a half.</p> <p>4 THE WITNESS: Yeah, we can take a break.</p> <p>5 MS. JANUS: Sure, anytime.</p> <p>6 THE WITNESS: Take a quick bathroom break?</p> <p>7 MS. JANUS: Absolutely.</p> <p>8 (Recess taken from 10:02 a.m. to 10:11 a.m.)</p> <p>9 BY MS. JANUS:</p> <p>10 Q. Mr. Ivey, we were talking about Exhibit 343 which 11 is a Statement of Work.</p> <p>12 A. Correct.</p> <p>13 Q. Underneath the paragraph we were just reviewing, 14 so the third paragraph under 1.1, the document 15 states, "Overall, the business requirement is for 16 the rules processing solution to include the 17 following functionality," and then there's a list 18 of four bullet points, correct?</p> <p>19 A. Correct.</p> <p>20 Q. And the rule processing solution refers to what?</p> <p>21 A. I would believe it's the Turbo Batch Renewal 22 application, the --</p> <p>23 Q. Is it specifically the integration or the --</p> <p>24 A. It would be the new rule service in which we were, 25 yeah, changing the existing application over to</p>
<p>Page 54</p> <p>1 A. Correct.</p> <p>2 Q. Okay. And that conversion process is really what 3 FICO's expertise helps with, correct?</p> <p>4 A. Correct.</p> <p>5 Q. The actual development of the rules or the 6 business logic, as you've said, resides with 7 Chubb, correct?</p> <p>8 A. Correct, in that -- with just the amendment that 9 I've been saying around -- I think we provide 10 value during -- you know -- during our services 11 around the ways in which they --</p> <p>12 So Chubb & Son might say we want to 13 arrive at this decision. There's a number of ways 14 to get there, and we might work with them based 15 on, you know, our knowledge of previous 16 implementations and things to arrive at -- how we 17 reach the ultimate decision, but yes.</p> <p>18 Q. Yes, the rules come from Chubb and --</p> <p>19 A. The business logic -- the decision -- the ultimate 20 decision comes from Chubb, yeah, how they want to 21 decide on a customer.</p> <p>22 Q. And Chubb ultimately -- I think you testified 23 earlier, Chubb decides on what rules it wants to 24 use to get there as well, correct?</p> <p>25 A. Correct. Yep.</p>	<p>Page 56</p> <p>1 Blaze.</p> <p>2 Q. Okay.</p> <p>3 A. So the new Blaze, yeah.</p> <p>4 Q. And Blaze would be a component of that 5 application, correct?</p> <p>6 A. It could be. I don't know what else the 7 application does, but it would be the rules 8 processing component of a -- if there was a 9 broader solution.</p> <p>10 Q. Do you know that, with respect to the project 11 being discussed in Exhibit 343, that, in fact, 12 Blaze was one component of a broader technology 13 platform that Chubb used?</p> <p>14 A. I don't know. I don't recall the specific 15 application.</p> <p>16 Q. Do you know enough about FICO's assistance and 17 work with Chubb on Blaze to know that Chubb 18 implemented Blaze in applications that it used 19 that involved broader technology platforms than 20 just Blaze?</p> <p>21 A. Yeah, I can't speak specifically to Chubb, but I 22 would say that that would be typical of a 23 customer, right, that the -- that, for instance, 24 you have an application that's taken from the -- 25 from perhaps a customer and that -- you know, we</p>

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1 A. Okay.	1 MS. KLIEBENSTEIN: October 29th.
2 Q. -- relating to the Document Print Project?	2 THE WITNESS: October 29, yeah.
3 A. Correct.	3 MS. JANUS: Okay. That's 378?
4 Q. What does that relate to?	4 MS. KLIEBENSTEIN: Just put it on the next
5 A. I don't recall that project.	5 one.
6 (Exhibit Nos. 376 and 377 were marked for	6 MS. JANUS: Right. I just don't know what --
7 identification.)	7 378 -- okay -- October 29, 2010 Statement
8 BY MS. JANUS:	8 of Work change order.
9 Q. Showing you what's been marked as document 377,	9 THE WITNESS: Correct.
10 this is a change order dated October 15, 2010, and	10 BY MS. JANUS:
11 this is Extension of Rule Maintenance & Versioning	11 Q. Take a moment to review this and let me know what
12 Strategy for Chubb Specialty Insurance, correct?	12 it relates to.
13 A. This is -- sorry, can you repeat that?	13 A. It looks as though it's another consulting
14 Q. What does this relate to?	14 assistance type of Statement of Work that talks to
15 A. Oh, sorry, yes, the Extension of Rule Maintenance	15 kind of us bringing in some industry expertise
16 & Versioning Strategy for Chubb Specialty	16 around insurance personal lines.
17 Insurance.	17 Q. Where are you looking?
18 Q. And what is that?	18 A. Part ii.
19 A. I don't know what the CSI project was, but it	19 Q. Where specifically?
20 sounds like we were helping them to walk through	20 A. Sorry. I guess I'm just talking generally over
21 issues that -- concerns they had about maintaining	21 the -- we're going to -- consulting assistance for
22 and versioning their business rules.	22 the following, that we would do an industry --
23 Q. What does versioning business rules mean?	23 bringing -- consult them on an industry overview,
24 A. That would be like we talked earlier about how you	24 the rules taxonomy, rules harvesting, underwriting
25 would implement a -- or change a rule or implement	25 rules use cases.

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1 a rule and -- or change a rule in a test	1 Q. So generally, I -- obviously we can read the
2 environment and then promote it to production, so	2 document, but --
3 it would take over a new version which you could	3 A. Right.
4 then -- you know, if things didn't go well, you	4 Q. -- what -- explain in your own words what this
5 presumably roll back to the last version.	5 Statement of Work would relate to then.
6 (Exhibit No. 378 was marked for identification.)	6 A. It generally sounds like -- okay. So it's in the
7 BY MS. JANUS:	7 context of Center of Excellence, so it's a
8 Q. Showing you what's been marked as document 378.	8 continuation of the -- I think the education
9 MS. KLIEBENSTEIN: We missed 376. We can --	9 around the -- of the Center of Excellence at
10 I mean, you can just stick it in there. Whatever.	10 Chubb.
11 This is 377. 375.	11 Q. And it's for 320 hours?
12 MS. JANUS: Oh, I have 376.	12 A. Correct.
13 MS. KLIEBENSTEIN: You have it right there?	13 Q. Based on this and other Statements of Work we've
14 MS. JANUS: Oh, I bet -- what's your 375?	14 seen, it appears that FICO had detailed knowledge
15 MS. KLIEBENSTEIN: Here's 375.	15 of Chubb's Center of Excellence?
16 MS. JANUS: Yeah, okay. That's correct. So	16 A. I mean, I would assume that we knew what, yeah,
17 can I have that -- 377 back?	17 what Chubb was trying to achieve with the Center
18 THE WITNESS: 377 back?	18 of Excellence and that this was part of the
19 MS. JANUS: Well, no, forget it. Just keep	19 education, yeah.
20 that.	20 Q. In connection with that, I take it that FICO would
21 THE WITNESS: Okay.	21 have to have knowledge of how Blaze was being
22 MS. KLIEBENSTEIN: So this is 77?	22 used?
23 MS. JANUS: Yep. And now you have 378?	23 A. I mean, again, I think we -- you know, we
24 THE WITNESS: I do.	24 participated in enough of the projects here, based
25 MS. JANUS: Which is June 1, 2010? No.	25 on the Statements of Work, that we knew how it was

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<p>1 being used in those projects.</p> <p>2 As far as the Center of Excellence, it</p> <p>3 seems like the Center of Excellence is a little</p> <p>4 more agnostic like we talked about where it's kind</p> <p>5 of a Center of Excellence, so it's not based on</p> <p>6 one specific project.</p> <p>7 Q. Right. So it's more generalized, right?</p> <p>8 A. Correct.</p> <p>9 Q. And it relates presumably to all of the uses of</p> <p>10 Blaze within the Chubb entities, correct?</p> <p>11 A. Correct.</p> <p>12 Q. We've seen Statements of Work that really aren't</p> <p>13 related to a particular project as well, correct?</p> <p>14 A. Correct.</p> <p>15 Q. Those Statements of Work, some of them have</p> <p>16 provided that FICO will provide general support to</p> <p>17 Chubb in connection with Blaze, correct?</p> <p>18 A. Correct.</p> <p>19 Q. Showing you what's been marked as Exhibit 376,</p> <p>20 this is an amendment dated November 5, 2010 and</p> <p>21 it's an extension of time, correct?</p> <p>22 A. Correct.</p> <p>23 Q. Is that the primary purpose of this or are there</p> <p>24 other --</p> <p>25 A. It does seem to be the primary purpose of this.</p>	<p>1 A. I'm not aware. I don't know.</p> <p>2 Q. Okay.</p> <p>3 A. There may have been.</p> <p>4 (Exhibit No. 380 was marked for identification.)</p> <p>5 BY MS. JANUS:</p> <p>6 Q. Showing you what's been marked as Deposition</p> <p>7 Exhibit 380, this is a document that we are</p> <p>8 producing today, Heather, that shows the payments</p> <p>9 from Chubb to FICO. Have you -- you testified you</p> <p>10 did not know what the payments from Chubb to FICO</p> <p>11 were in total, correct?</p> <p>12 A. That's correct.</p> <p>13 Q. If you take a look at the last page of Exhibit</p> <p>14 380, you see the line Total for Currency?</p> <p>15 A. Yes.</p> <p>16 Q. The number there is \$6,619,560. Do you see that?</p> <p>17 A. I do.</p> <p>18 Q. Do you know whether that represents the amount</p> <p>19 that Chubb has paid to FICO in connection with the</p> <p>20 Blaze Advisor software and the professional</p> <p>21 services it received?</p> <p>22 A. I can't speak to that.</p> <p>23 Q. Do you have any reason to think that that number</p> <p>24 is inaccurate?</p> <p>25 A. I mean, if -- I have no reason to believe that</p>
<p>Page 138</p> <p>1 Wish to extend the timeframe. It seems like</p> <p>2 they've changed the allocation of hours, but</p> <p>3 essentially it's moving, yeah, little pieces</p> <p>4 around.</p> <p>5 (Exhibit No. 379 was marked for identification.)</p> <p>6 BY MS. JANUS:</p> <p>7 Q. Showing you what's been marked as Exhibit 379,</p> <p>8 this is a Statement of Work dated July 8, 2011.</p> <p>9 Take a moment to review this, let me know --</p> <p>10 A. Yep. Okay.</p> <p>11 Q. What does this relate to?</p> <p>12 A. So this is another Blaze Advisor fundamentals job</p> <p>13 course delivered to Chubb.</p> <p>14 Q. Do you know whether there were additional</p> <p>15 Statements of Work entered into after 2011?</p> <p>16 A. I don't know.</p> <p>17 Q. Are Statements of Work and the monies paid</p> <p>18 pursuant to Statements of Work on top of</p> <p>19 maintenance fees?</p> <p>20 A. Yes.</p> <p>21 Q. Or I should say in addition to maintenance fees?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. And you said you don't know whether there</p> <p>24 were additional Statements of Work entered into by</p> <p>25 Chubb and FICO?</p>	<p>Page 140</p> <p>1 this isn't a document that shows all the payments</p> <p>2 to FICO and that it totals 6.6 million if that's</p> <p>3 what you're asking.</p> <p>4 Q. Okay. We talked about the number of hours that</p> <p>5 FICO spent providing professional services to</p> <p>6 Chubb in connection with Blaze, correct?</p> <p>7 A. Correct.</p> <p>8 Q. Would it surprise you if it was more than 3,000</p> <p>9 hours over the course of the license agreement?</p> <p>10 A. It wouldn't surprise me based on what we've looked</p> <p>11 at.</p> <p>12 Q. Would you agree with me that FICO had in-depth</p> <p>13 knowledge of the ways in which the Chubb group of</p> <p>14 entities were using Blaze?</p> <p>15 A. I think there were specific individuals at various</p> <p>16 points in time, yes, that had knowledge of the</p> <p>17 projects, to my knowledge.</p> <p>18 I know territories are an issue here, so</p> <p>19 I know that those resources were North American</p> <p>20 based and would have been aware what I perceive to</p> <p>21 be the North American projects that we were</p> <p>22 working on.</p> <p>23 Q. So sticking with your answer for a moment then, so</p> <p>24 FICO had in-depth knowledge of the projects that</p> <p>25 involved Blaze that were being carried out in</p>

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<p>1 North America?</p> <p>2 A. Yes.</p> <p>3 Q. Let's talk about FICO's knowledge of projects in</p> <p>4 other territories as well.</p> <p>5 A. Okay.</p> <p>6 Q. FICO had some knowledge, I take it, of projects</p> <p>7 that Chubb was carrying out relating to Blaze in</p> <p>8 the UK, correct?</p> <p>9 A. In my review of Mike Sawyer's testimony, that's --</p> <p>10 generally they were -- there was discussion of</p> <p>11 this topic, yes.</p> <p>12 Q. And so my question to you is, was FICO aware that</p> <p>13 Chubb was using Blaze in the UK, in Europe?</p> <p>14 A. I can't speak personally to it, but I will rely on</p> <p>15 Mike Sawyer's testimony. I wouldn't presume to</p> <p>16 dispute anything that was in his testimony.</p> <p>17 Q. Sure. And so the answer is yes, that FICO was</p> <p>18 aware that Chubb was using Blaze in Europe?</p> <p>19 MS. KLIBENSTEIN: Objection, asked and</p> <p>20 answered.</p> <p>21 THE WITNESS: I'll just --</p> <p>22 BY MS. JANUS:</p> <p>23 Q. I don't think -- okay.</p> <p>24 A. Sorry.</p> <p>25 Q. I get that you're relying on Mike Sawyer's</p>	<p>1 pursuant to Topic 6 of the deposition notice</p> <p>2 marked as 340, right?</p> <p>3 A. Correct.</p> <p>4 Q. Okay. And so my question was, did FICO know about</p> <p>5 the use of Blaze outside of the United States by</p> <p>6 Chubb or any affiliated entity?</p> <p>7 A. Yep.</p> <p>8 Q. And your answer was that you don't have personal</p> <p>9 knowledge of that and that you have to defer to</p> <p>10 the testimony of Mike Sawyer and Russell</p> <p>11 Schreiber, correct?</p> <p>12 A. Correct.</p> <p>13 Q. And so what about Oliver Clark, did you review his</p> <p>14 testimony?</p> <p>15 A. I did review his testimony as well, yeah.</p> <p>16 Q. Okay. So do you defer to that testimony as well?</p> <p>17 A. I guess I can speak to what I believe they had</p> <p>18 testified on if I'm sort of acting as</p> <p>19 representative?</p> <p>20 Q. Yeah. Yep.</p> <p>21 A. I guess that's what -- now I realize what</p> <p>22 you're --</p> <p>23 Q. Yep. Yep.</p> <p>24 A. So I believe that -- okay. In the testimony that</p> <p>25 I read, I believe Mike and Russ knew of some</p>
<p>Page 142</p> <p>1 testimony.</p> <p>2 A. Yeah.</p> <p>3 Q. I just haven't got an answer to the question yet.</p> <p>4 Okay. So the question is, was FICO aware that</p> <p>5 Chubb was using the Blaze software in Europe?</p> <p>6 A. So I can't personally answer that because I don't</p> <p>7 know, but I know that Mike Sawyer and Russ were</p> <p>8 deposed on that topic. I don't know their</p> <p>9 specific answers. I mean, it was obviously a long</p> <p>10 testimony, so I'll have to rely on their knowledge</p> <p>11 of it. I was not personally aware of any use.</p> <p>12 Q. Sure. Okay. I get that.</p> <p>13 A. Okay.</p> <p>14 MS. JANUS: So let's maybe -- I'll circle</p> <p>15 back to that in a moment, but can we just take a</p> <p>16 quick --</p> <p>17 THE WITNESS: Yeah.</p> <p>18 MS. JANUS: -- 5-, 7-minute break and then</p> <p>19 reconvene?</p> <p>20 THE WITNESS: Yeah.</p> <p>21 (Recess taken 1:20 p.m. to 1:29 p.m.)</p> <p>22 BY MS. JANUS:</p> <p>23 Q. So we were talking about FICO's knowledge of the</p> <p>24 use of Blaze outside of the United States, and</p> <p>25 you've been designated to testify about that topic</p>	<p>Page 144</p> <p>1 limited use of -- whether it be a POC or something</p> <p>2 they were doing in the UK. I don't recall if</p> <p>3 Oliver had knowledge of that. He seemed like he</p> <p>4 was more in the sales aspect of it, but I think</p> <p>5 that Mike and Russ were available and I think that</p> <p>6 Russ testified that he believed it to be very</p> <p>7 small and sort of testing the waters type of thing</p> <p>8 and that given we had a good relationship with</p> <p>9 Chubb that -- that he -- you know, he knew of it</p> <p>10 anyway that -- yeah.</p> <p>11 Q. Okay. So there was knowledge that Chubb or an</p> <p>12 affiliated entity was using Blaze in Europe? FICO</p> <p>13 did have knowledge of use of Blaze in Europe?</p> <p>14 A. Mike and Russ knew this, yes.</p> <p>15 Q. Okay. And they were the primary people at FICO in</p> <p>16 charge of the Chubb account, correct?</p> <p>17 A. They were the sales teams in charge of the Chubb</p> <p>18 account, or the sales personnel, yes.</p> <p>19 Q. Okay. Well -- and is that sort of the primary</p> <p>20 person in charge of the --</p> <p>21 A. Yes.</p> <p>22 Q. -- account?</p> <p>23 A. Sorry. Yes. Yes.</p> <p>24 Q. Okay. Was there any assistance provided by FICO</p> <p>25 for Chubb's use of Blaze outside of the United</p>

FICO Insurance Forum: New York

Game Changing Technology for Insurance Success

November 1, 2011
New York City

Positioning for Growth: A Legacy System Modernization Story

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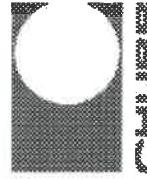
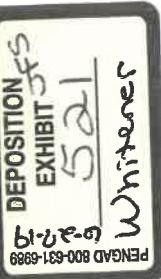
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EXHIBIT
12

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Agenda

- » FICO Introduction
- » Premium Booking Modernization Project
 - » Background
 - » Chubb & FICO Collaboration
 - » Things we learned
- » BRMS Implementation using Blaze Advisor
- » Questions



The Chubb Group of Insurance Companies

Premium Booking Modernization Project



Premium Booking Modernization Program A Legacy Modernization Story

FICO

» **The Chubb Group of Insurance Companies**

- » Chubb Corporation is a holding company for a family of property and casualty insurance and affiliated companies known as The Chubb Group of Insurance Companies or Chubb.
 - » Chubb is the eleventh-largest P&C U.S. insurer with a worldwide network of 120 offices and 10,200 worldwide employees in 27 countries.
 - » According to Fortune magazine, Chubb is the 176th largest U.S.-based corporation. Forbes listed Chubb as one of America's 400 Best Big Companies
- » In 2010, the Chubb Corporation reported \$50 billion in assets and \$13 billion in revenues.
- » Chubb serves commercial and personal customers through approximately 8,500 independent agents and brokers worldwide.
- » Three of Chubb's member companies are among the select insurers that have achieved A.M. Best Company's highest rating for more than 50 years. Chubb also earns high ratings from Standard & Poor's and Moody's for financial strength.



Premium Booking Modernization Program A Legacy Modernization Story

FICO

Background

The legacy systems that support the policy booking capability serve as the gateway to our downstream financial systems. Booked business must be validated for compliance to Chubb's policy and product rules before it can flow downstream. Adding new business involves a time consuming and complicated integration effort with the booking system.

Legacy Booking Systems Characteristics

- Business rules embedded in 1000+ COBOL programs
- Little transparency of business rules and business process
 - Obsolete and inaccurate rules being executed
 - Rules not organized around business model
 - Duplicated rules across modules



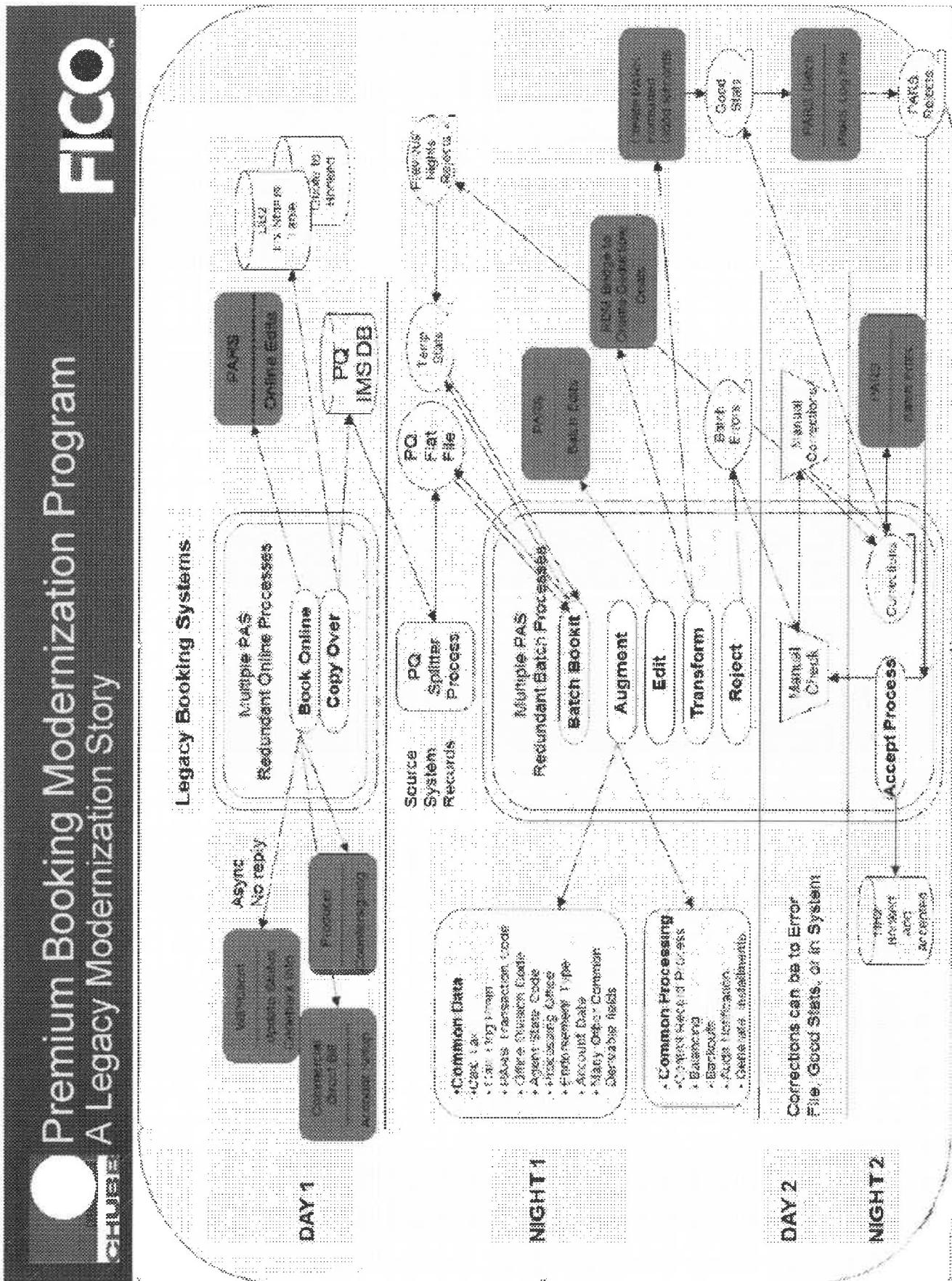
Premium Booking Modernization Program

A Legacy Modernization Story

FICO[®]

Legacy System Challenges

- Dependency on key business and IT subject matter experts for new integrations
- Redundant and inconsistent application of policy validation rules by multiple policy administration systems
- Redundant and tightly coupled point to point integrations with booking services
- Multi-day batch process
- Manual error correction process
- Legacy architecture not conducive to SOA



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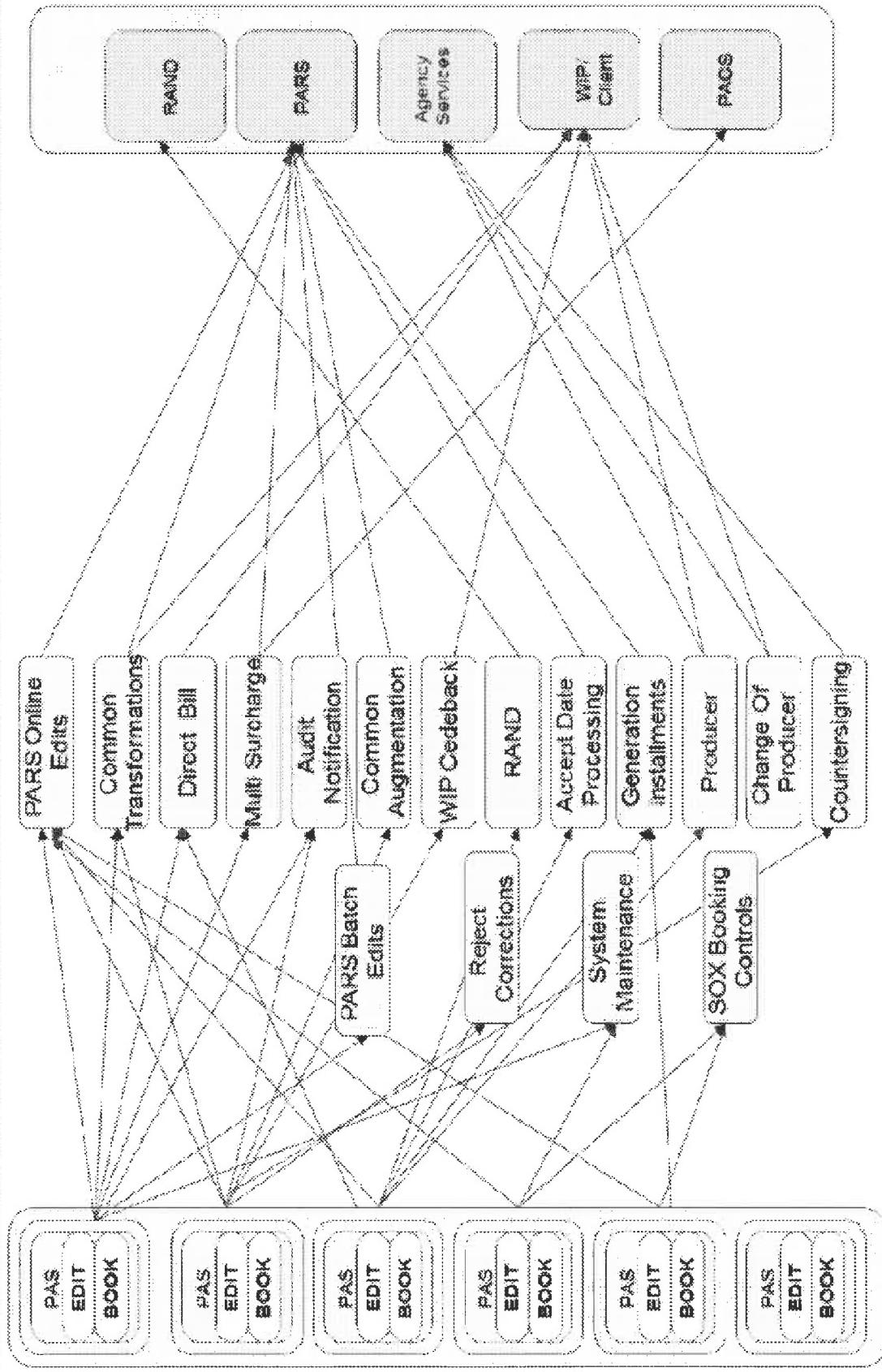
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Redundant direct point to point integrations complicate the premium booking process.



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8



The Business Goal

The primary goal of the Premium Booking Modernization Program is to improve the flexibility and responsiveness of Chubb's premium booking capabilities to more quickly and efficiently respond to new business opportunities.

- » More effectively enable speed to market for new business opportunities
- » Reduce dependency on key business and IT subject matter experts
- » Reduce complexity associated with premium booking and downstream integration processing
- » Reduce IT development and maintenance costs by establishing an architecture for premium booking and downstream integration that aligns with the Enterprise Business, Information, Application and Technical Architectures

The Business opportunity

Chubb Custom Market (CCM) had the opportunity to increase revenue by \$25 million in new business. In April 2008 a decision was made to build an enterprise booking capability to support CCM's program business platform expansion.



Key Elements of the Premium Booking Modernization Program

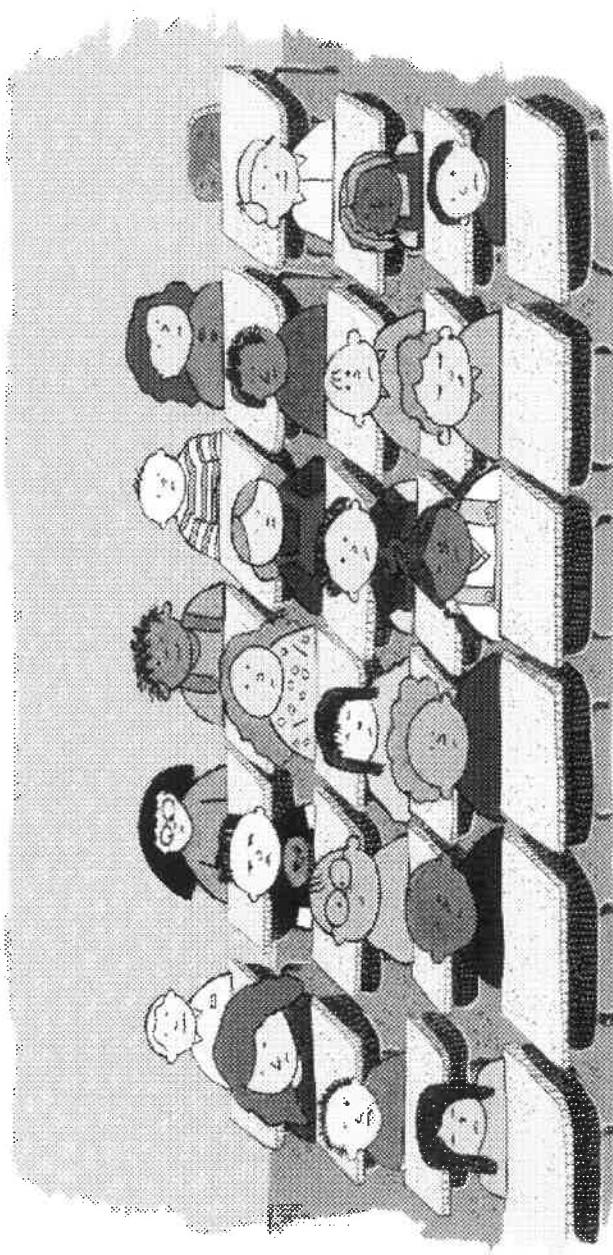
- » Booking Services Consumer Integration Process Standardization
 - » Premium Booking Knowledge Network (PBKN)
 - » Wiki, playbooks, engagement process documentation
 - » SME directory
- » Knowledge Management
 - » Rules harvesting and documentation
 - » Rules analysis, translation, and business validation
 - » Booking metadata repository
- » Technical and Information Architecture
 - » Enterprise Architecture - reference architecture, development methods and tools
 - » Integration Competency Center (ICC) - SOA reference architecture, infrastructure
 - » Business Rules CoE—BRMS expertise and Blaze Advisor support
 - » Information Services—Common Integration Model (CIM) business objects, Metadata repository
- » Program Management
 - » Large distributed team
 - » High level of collaboration and coordination required
 - » Highly visible effort
 - » Vendor management, Strategic Partnerships



Premium Booking Modernization Program A Legacy Modernization Story

FICO®

What We Learned



Premium Booking Modernization Program

A Legacy Modernization Story



Booking Services Consumer Integration Process Standardization

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Premium Booking Services - Main Page

Welcome to the Premium Booking Wiki

The purpose of this Wiki is to provide an area to collaborate and share information related to the Premium Booking Process.

- For more information on policies and procedures visit the [About Premium Booking Wiki](#) page.

Overview

[Premium Booking Overview](#)

Organization

- Premium Booking Knowledge Network
- Select Master Expert (SME) Directory

Architecture and Strategy

- Current Systems Access Control
- Future Architecture
- NPS Risk Analysis

Integration Processes

- Integration with Premium Booking
- Integration Process
- Integration Process Tools and Techniques

Business and Data Requirements

- Premium Booking Validation Rules
- PACIS Source System Integration Generic Velocity Rules
- PACIS Source System Integration Critical Rule Set Rules
- Velocity Processing Rules

Projects/Priorities

- Premium Booking Modernization Project
 - Program Charter
 - In-Scope Profiles

Integration Initiatives

- Smart Analytics
- Vantage



Premium Booking Modernization Program

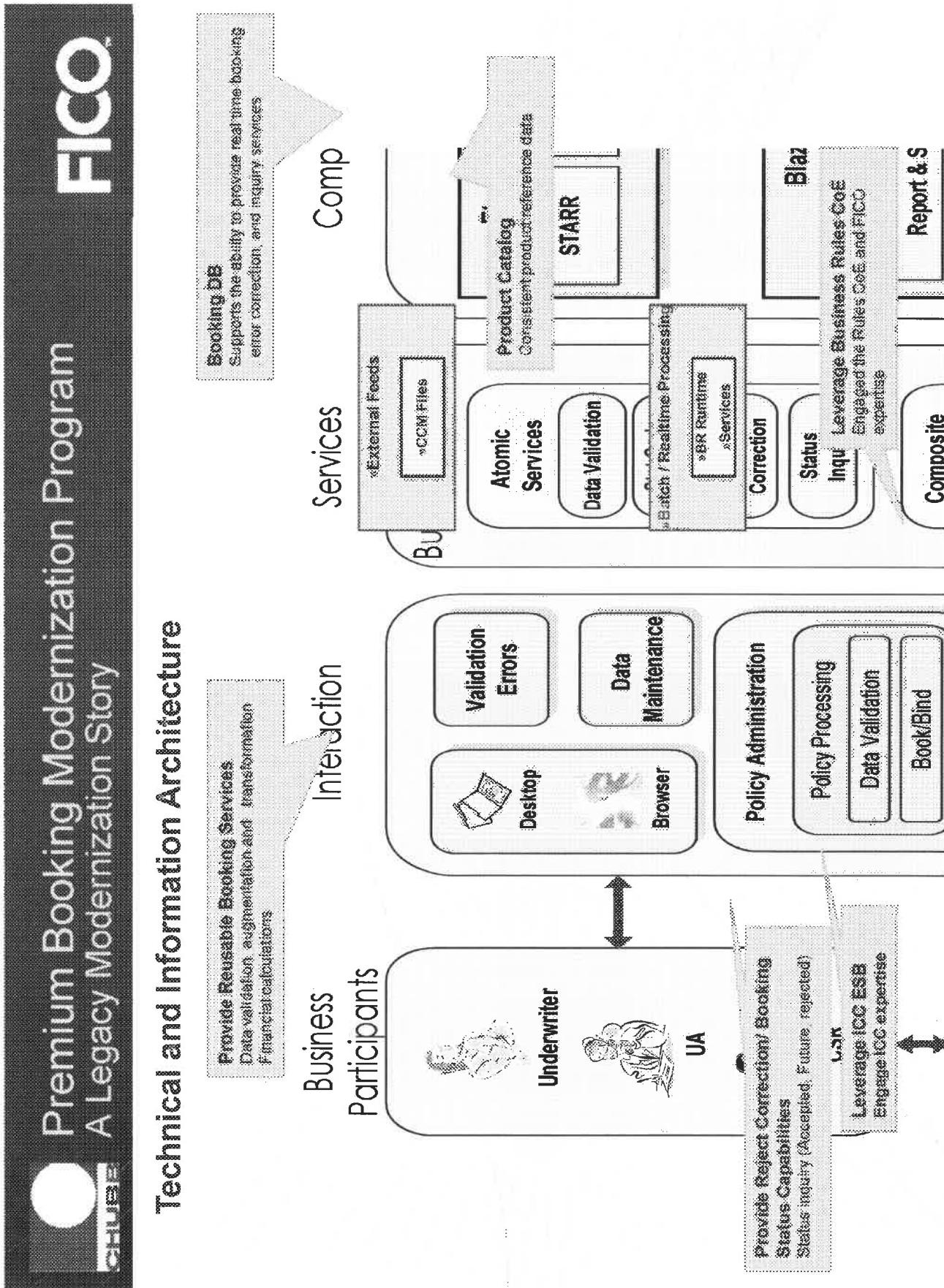
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Knowledge Management



Row ID	Change Type	Description	Impact Level	Priority	Owner	Owner Email	Owner Frequency	Policy Subject Terms	Location Object Terms	System
1	Feature Request	Integrate AI-powered sentiment analysis into the customer service platform.	Medium	High	Product Manager	productmanager@example.com	Bi-Weekly	Existing Taxeetra Policy Terms	Existing Taxeetra Policy Terms	Taxeetra
2	Feature Request	Implement a new feature for tracking employee attendance.	Medium	Medium	HR Manager	hrmanager@example.com	Quarterly	Existing Taxeetra Policy Terms	Existing Taxeetra Policy Terms	Taxeetra
3	Feature Request	Develop a mobile application for remote access to company documents.	High	High	IT Manager	itmanager@example.com	Bi-Weekly	Existing Taxeetra Policy Terms	Existing Taxeetra Policy Terms	Taxeetra
4	Bug Fix	Fix a critical bug in the payment processing system.	Critical	High	Software Engineer	softwareengineer@example.com	As Soon As Possible	Existing Taxeetra Policy Terms	Existing Taxeetra Policy Terms	Taxeetra
5	Feature Request	Enhance the user interface of the HR management system.	Medium	Medium	HR Manager	hrmanager@example.com	Quarterly	Existing Taxeetra Policy Terms	Existing Taxeetra Policy Terms	Taxeetra
6	Feature Request	Develop a new feature for managing supplier relationships.	Medium	Medium	Sales Manager	salesmanager@example.com	Quarterly	Existing Taxeetra Policy Terms	Existing Taxeetra Policy Terms	Taxeetra
7	Feature Request	Integrate machine learning models for predictive maintenance.	High	High	IT Manager	itmanager@example.com	Bi-Weekly	Existing Taxeetra Policy Terms	Existing Taxeetra Policy Terms	Taxeetra
8	Feature Request	Develop a new feature for tracking employee attendance.	Medium	Medium	HR Manager	hrmanager@example.com	Quarterly	Existing Taxeetra Policy Terms	Existing Taxeetra Policy Terms	Taxeetra
9	Feature Request	Integrate AI-powered sentiment analysis into the customer service platform.	Medium	High	Product Manager	productmanager@example.com	Bi-Weekly	Existing Taxeetra Policy Terms	Existing Taxeetra Policy Terms	Taxeetra
10	Feature Request	Develop a mobile application for remote access to company documents.	High	High	IT Manager	itmanager@example.com	Bi-Weekly	Existing Taxeetra Policy Terms	Existing Taxeetra Policy Terms	Taxeetra
11	Bug Fix	Fix a critical bug in the payment processing system.	Critical	High	Software Engineer	softwareengineer@example.com	As Soon As Possible	Existing Taxeetra Policy Terms	Existing Taxeetra Policy Terms	Taxeetra
12	Feature Request	Implement a new feature for tracking employee attendance.	Medium	Medium	HR Manager	hrmanager@example.com	Quarterly	Existing Taxeetra Policy Terms	Existing Taxeetra Policy Terms	Taxeetra
13	Feature Request	Develop a new feature for managing supplier relationships.	Medium	Medium	Sales Manager	salesmanager@example.com	Quarterly	Existing Taxeetra Policy Terms	Existing Taxeetra Policy Terms	Taxeetra
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Vol. 20, No. 2, Spring 2008

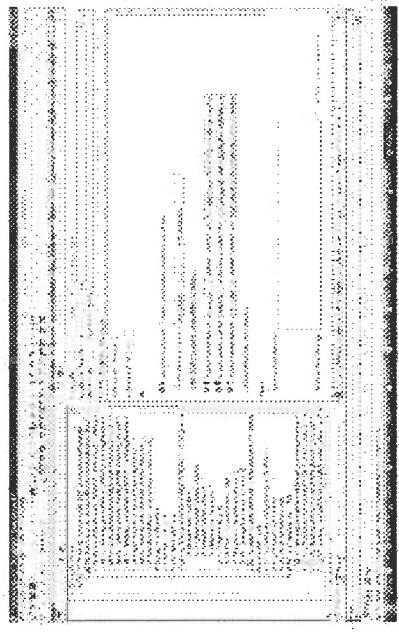




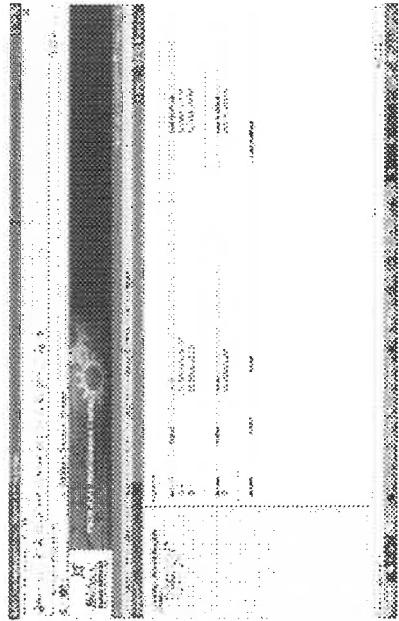
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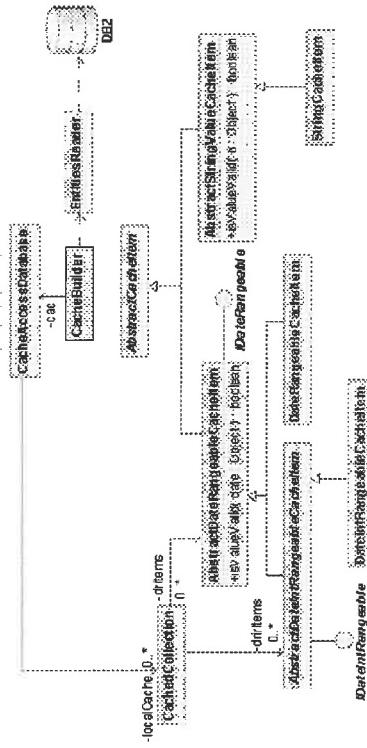
Technical and Information Architecture



Blaze IDE—Reusable Templates



RMA Design



Business Rules—Business Object Model

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Reusable Caching Framework

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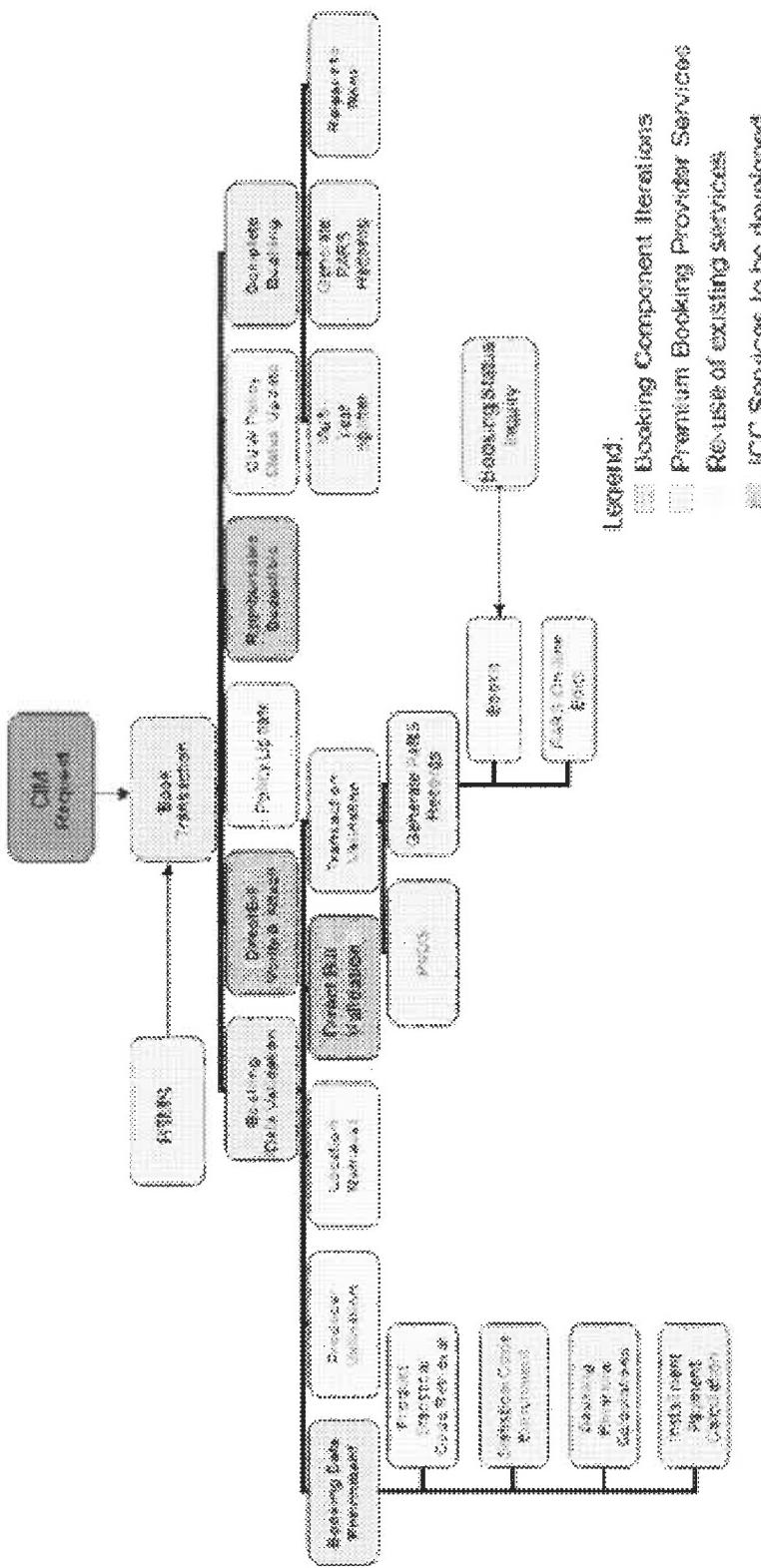
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Technical and Information Architecture

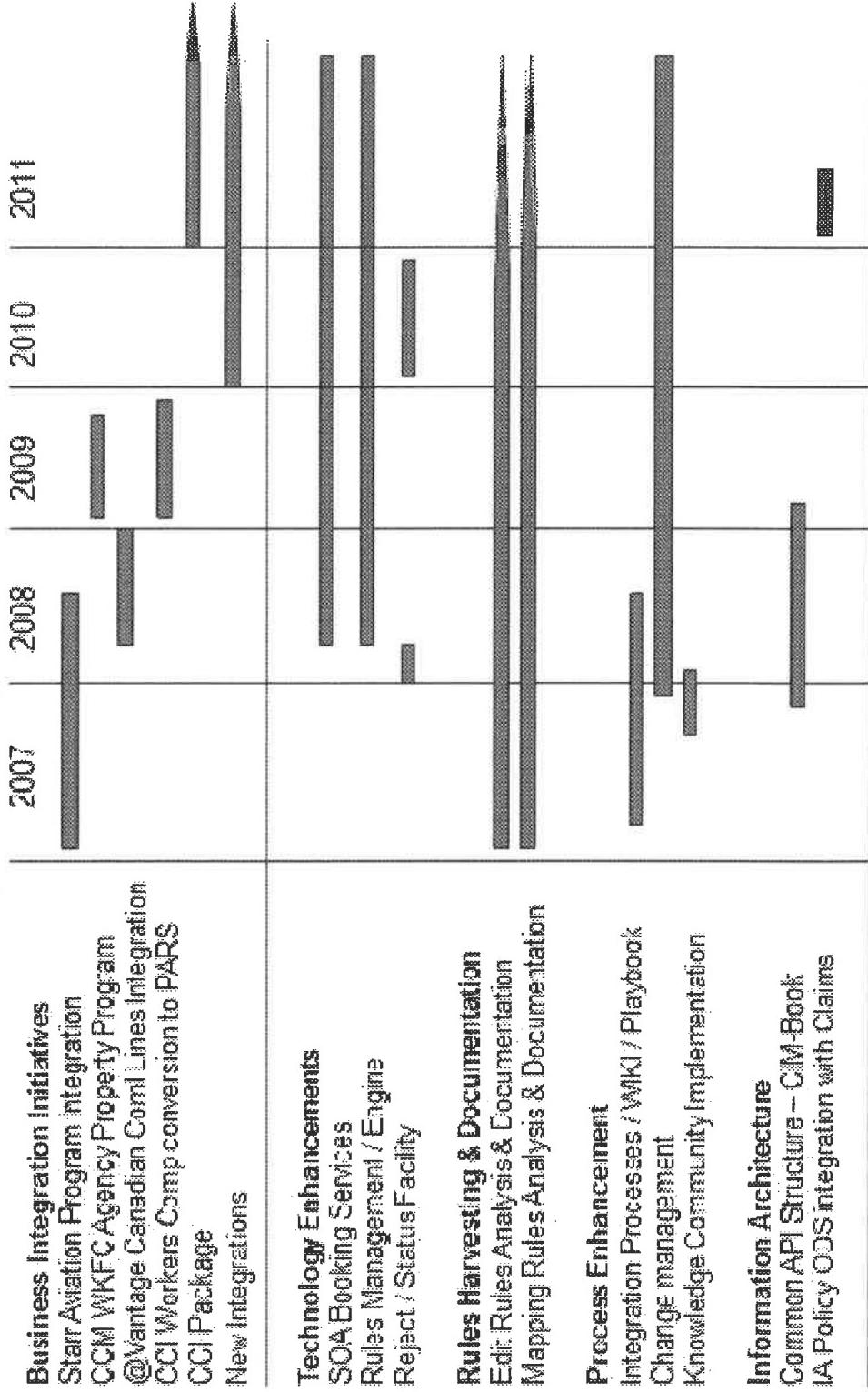




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Program Management



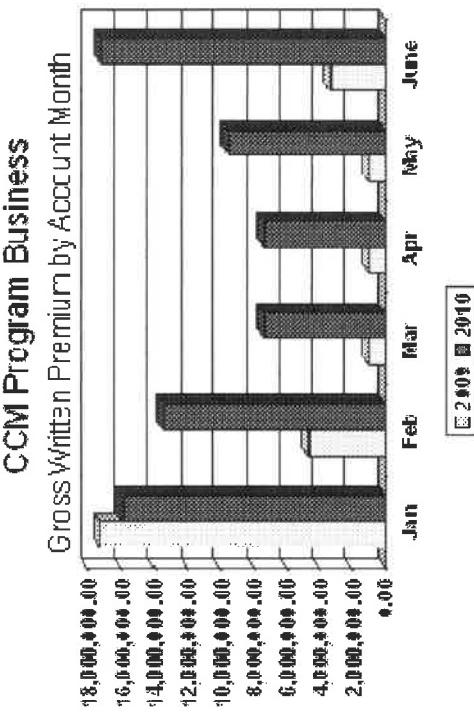
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- » Integration of new products to booking and down stream financial feeds reduced from months to weeks.
- » Business rules around Premium Booking are now understood and documented in a single, accessible repository. Our business customers verified harvested rules and eliminated a significant number of outdated, incorrect, and redundant rules.
- » Single point of contact for all integrations, Premium Booking Knowledge Network (PBKN).
- » Single common integration model for all business that interfaces with the Premium Booking Capability. Common Integration Model, CIM Book object definition.
- » Increase in booked premium from CCM business.

Results

2009 vs. 2010



400% increase in Gross Written Premium processed via the Integration Platform compared to same time last year: \$15 mil 06/2009 vs \$60 mil as 06/2010



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Things to Take Away from Our Experience

- » Importance of standard processes, development methodologies and tools, common integration models.
- » Establishment of Enterprise Architecture best practices and target architecture.
- » Collaboration and communication is key when dealing with a team composed of many diverse departments and CoEs with responsibility for building various components of the solution.
- » Need to develop the skills and gain experience in roles such as Rules Analyst, Rules Architect, and Rules Developer.
- » Importance of foundational work harvesting, verifying, analyzing business rules before any solution is designed.
- » Choosing the right vendor to partner with before taking on a major, high visibility project.



The Chubb Group of Insurance Companies

BRMS Implementation Using Blaze Advisor



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Background tasks

- » Caching of data
 - » Data cached from DB2 and TMF
 - » Avoid leaving rule service to make call to database
- » Object Model
 - » CIM Book model pre-defined by Integration Competency Center (ICC)
 - » Created as a Java object for use as BOM
 - » Added sections for Abstractions



Software version

- » IDE: Blaze Advisor 6.9.3 (moving to 6.10.2 soon)
- » RMA: Next Generation RMA
- » Web Server: WAS 7
- » SCM: CVS



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Roles and Responsibilities

Rules Analyst

- » Creates Rule Requirements docs

Rules Architect

- » Analyzes Rule Requirements
- » Designs Blaze and Java artifacts

Blaze Developer

- » Builds Blaze Artifacts

Java Developer

- » Builds Java Artifacts

Rules Developer

- » Enters rule through RMA
- » Unit testing using BRUnit

CVS Administrator

- » Determines CVS Branching needs and creates CVS Branches as needed
- » Merges code across CVS Branches or to CVS Head
- » Builds rule services

QA

- » Testing using Black Box Tester

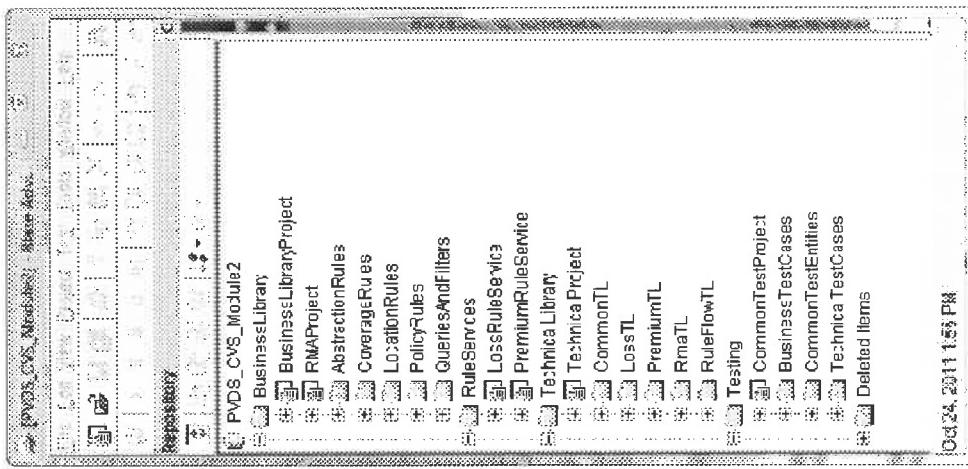


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Repository Layout

- » Rule Repository based on BOM layout
- » Policy
- » Location
- » Base Coverage
- » Specific Coverage





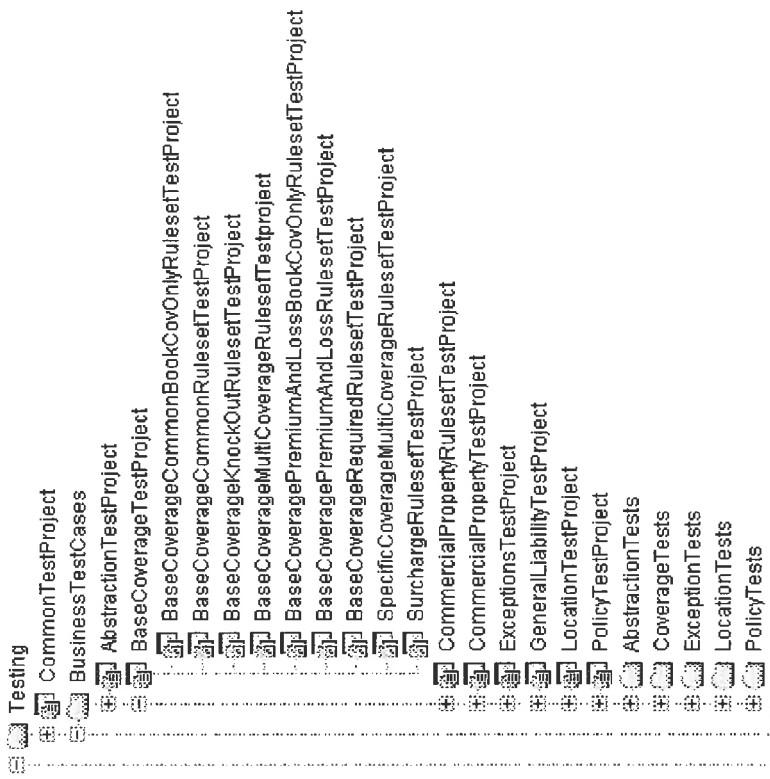
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Repository Layout (Cont'd.)

Separate Test Project per Ruleset

- » End up with large number of Projects
- » Better performance in RMA
- » Ease in Navigation





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- » Rulesets
 - » Rules stored separately
 - » Change Management
 - » Concurrent development
- » Abstractions
- » Decision Tables (pseudo)
 - » Actually implemented as rulesets
 - » Requirements managed and maintained as a Decision Table



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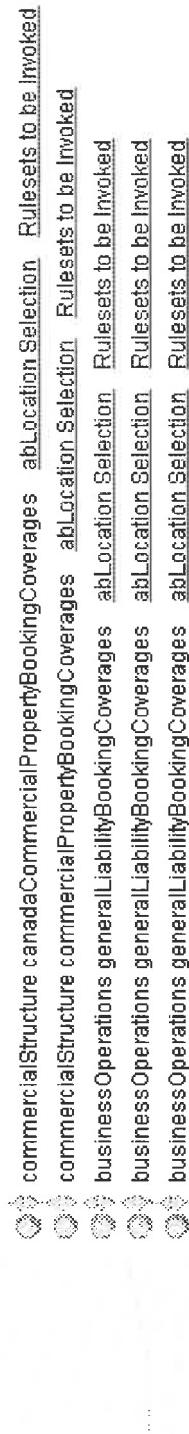
Rule Flow

- » Policy, Location and Base Coverage in Rule Flow
- » Specific Coverage implemented programmatically using apply ruleset()
- » Created Decision Flow Template



Rule Flow

Manage specific coverage flow:





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Rule Flow

Select abLocation(s) for coverage: "CanadaCommercialPropertyBookingCoverage":

{
 AbstractValue abLocation is in list

- Canadian
- Domestic
- Foreign

}



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Rule Flow

Rulesets to be invoked for the coverage: " CanadaCommercialPropertyBookingCoverage "

Exception Rulesets :

- RS_CommonPropertyBookingCoverageExceptionRuleset

Data Validation Rulesets :

- RS_CommonPropertyBookingCoverageRuleset
- RS_CanadaCommercialPropertyBookingCoverageRuleset



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Working with FICO Professional Services

- » FICO Principal Rules Architect
 - » POC
 - » Performance Testing
- » FICO Solutions Integration Architect
 - » System Architecture
 - » Black Box Tester
- » FICO Decision Analyst
 - » Rules analysis
- » FICO Rules Architect
 - » Application Design
 - » Deployment
- » FICO Rules Developer
 - » Application Development

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Using Blaze APIs

Login Page

PVDS Rule Maintenance Center - Provided by Chubb & Son

File Edit View Favorites Tools Help

Favorites Genesis How to Find Free eBooks for... [http://www.Gutenberg.org](#) AOL.com

Chubb.com Classmate P.. Chu... Page Safety Tools

CBS PVDS Rule Maintenance Center

User name: _____

Password: _____

Connect to: active

Select branch ..

Log on

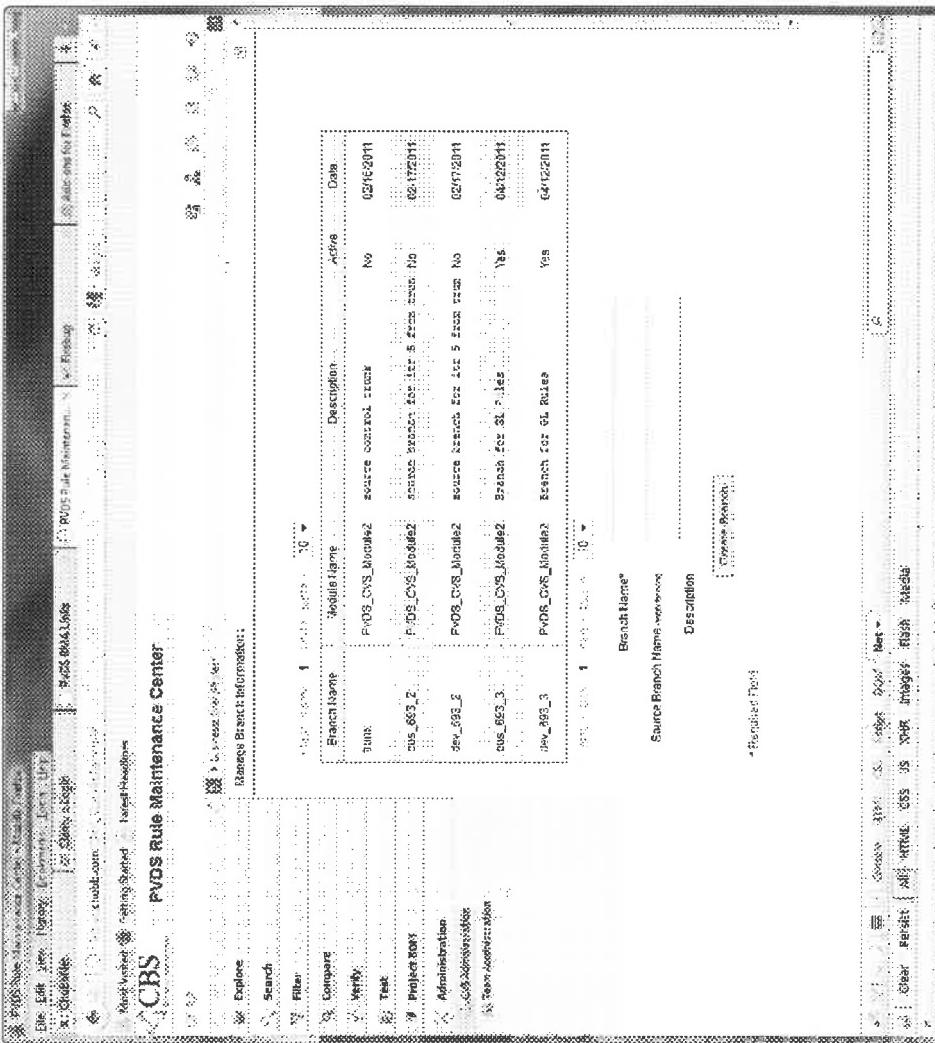
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Using Blaze APIs



Change Management Administration

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Using Blaze APIs

The screenshot shows a web-based application interface with the following components:

- Header:** Includes links for "PVDs Rule Maintenance", "Blaze Rule Maintenance", "Logout", and "Create New Rule".
- Left Sidebar:** Features sections for "CBS", "PVDs Rule Maintenance Center", "Search", "Explore", and "User Roles".
- Central Content:**
 - A "User Roles" section with a table showing roles like "Blaze Developer", "Blaze Reader", and "Blaze Admin".
 - A "Blaze API" section with a table showing API endpoints such as "/api/v1/rules", "/api/v1/rules/{ruleId}", and "/api/v1/rules/{ruleId}/version".
- Bottom Navigation:** Includes "Clear", "Print", "CSV", "XLS", "PDF", "Logout", and "Help" buttons.

User Management

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Using Blaze APIs

Project BOM



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Using Blaze APIs

Global Update

- » Update entire workspace

Copy/Paste

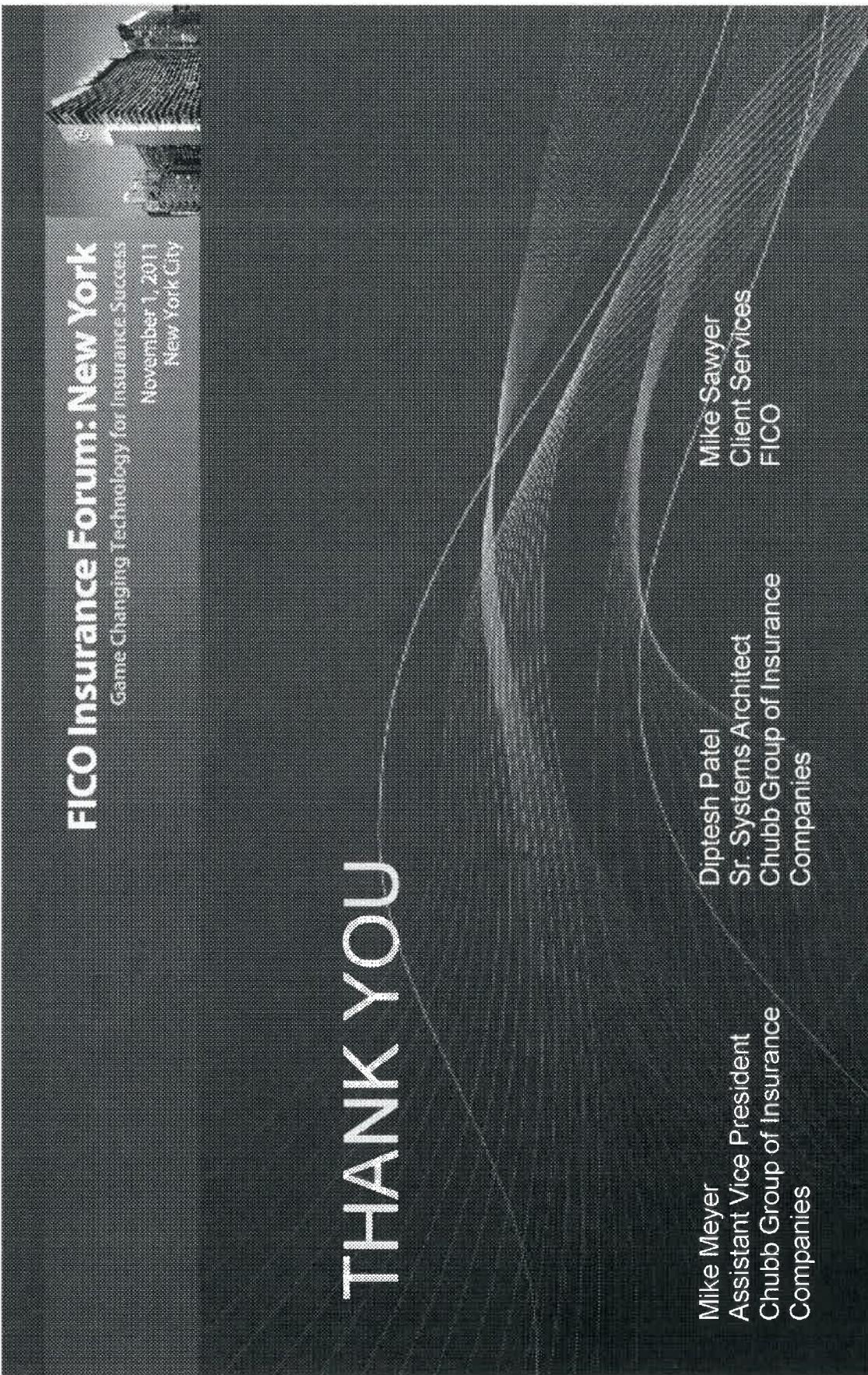
- » Copy/paste an instance (rules and test cases)



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Questions



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Message

From: Sawyer, Michael L (Mike) [/O=FAIRISAAC/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=MIKESAWYER]
Sent: 8/14/2012 2:44:56 PM
To: Hill, Richard [RichardHill@fico.com]
CC: Schreiber, Russell (Russ) [RussSchreiber@fico.com]; Jacobson, Laurence Charl (Larry) [LarryJacobson@fico.com]
Subject: RE: Chubb (again)

It's probably 2-3 years old at this point. They did a POC of Blaze vs Drools and selected Blaze. I helped some folks at Chubb US put together a position paper to influence their decision. I believe it is automated renewal underwriting.

Mike Sawyer
Client Partner – Insurance & Healthcare

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Boston, MA

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C 617 401 1380
mikesawyer@fico.com
www.fico.com

-----Original Message-----

From: Hill, Richard
Sent: Tuesday, August 14, 2012 3:43 PM
To: Sawyer, Michael L (Mike)
Cc: Schreiber, Russell (Russ); Jacobson, Laurence Charl (Larry)
Subject: Re: Chubb (again)

Thanks Mike

Its just come in as a lead so will speak with the chubb guy tomorrow.

Have cc'd Larry as he was involved with me a while ago when we tried to extend Blaze to Chubb UK.

Do you know more about the UW app in the UK as that's a new one to me?

Thanks
Richard Hill
Client Services - Partner
+44 (0)7930 451758
www.fico.com

Sent using Blackberry
Apologies for typos or brevity

----- Original Message -----

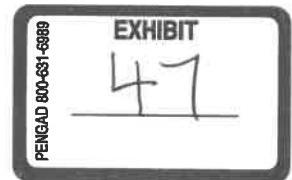
From: Sawyer, Michael L (Mike)
Sent: Tuesday, August 14, 2012 01:54 PM
To: Hill, Richard
Cc: Schreiber, Russell (Russ)
Subject: RE: Chubb (again)

Richard -

I am the CP for Chubb. They do have a Global ELA for Blaze and have an automated UW Application running in the UK already. As Russ pointed out, our upside is around Model Central, Decision Simulator and PS and we are doing a MC POC for them right now. Blaze Advisor is the standard for rule deployments at Chubb and their enterprise architect has mandated that any project that requires a rule engine will use Blaze. Henry Mirolyuz is the technical resource at Chubb responsible for Blaze and pretty much all projects run through him.

Let me know how I can help.

Mike Sawyer
Client Partner – Insurance & Healthcare
FICO



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www.fico.com

-----Original Message-----

From: Schreiber, Russell (Russ)
Sent: Tuesday, August 14, 2012 12:54 PM
To: Hill, Richard
Cc: Sawyer, Michael L (Mike)
Subject: Re: Chubb (again)

They do have a blaze era, we're working a model central poc. The need model central, simulator and always buy services in varying quantities

Check w mike sawyer on the lay of the land

Russ Schreiber
+1 917 214 2614

----- Original Message -----

From: Hill, Richard
Sent: Tuesday, August 14, 2012 11:34 AM
To: Schreiber, Russell (Russ)
Subject: Chubb (again)

Hey Russ

Chubb UK have started being interested in Blaze (again) and I'll try and speak with the new contact who apparently wants to do a POC for underwriting.

If memory serves, Owen Williams was the FICO supportive VP in Chubb Speciality and Ian Brodie the CP.

Let me lknow if anything has changes - good or bad - and more importantly whether we can actually sell anything new here as I seem to remember their US blaze license allowed them the software for free...

Hope all good with you and you enjoyed the London Olympics on TV

R
Richard Hill
Client Services - Partner
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Sent using Blackberry
Apologies for typos or brevity